# **EXHIBIT 1**

#### UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF WEST VIRGINIA AT CHARLESTON

#### AND

#### DISTRICT COURT 95TH JUDICIAL DISTRICT DALLAS COUNTY, TEXAS

IN RE: ETHICON, INC., PELVIC	United States District Court, S.D. W. Va.
REPAIR SYSTEM PRODUCTS	Master File No. 2:12-MD-02327
LIABILITY LITIGATION	MDL No. 2327
THIS DOCUMENT RELATES TO ALL CASES	JOSEPH R. GOODWIN U.S. DISTRICT JUDGE
CAROL CAVNESS,	District Court of Dallas County, Texas
Plaintiff	Cause No. DC-14-04220
TERESA KOWALCZYK, M.D., HUNT MEMORIAL HOSPITAL DISTRICT CHARITABLE HEALTH FOUNDATION d/b/a HUNT REGIONAL HEALTHCARE FOUNDATION and HUNT REGIONAL MEDICAL CENTER AT GREENVILLE, BAYLOR HEALTH CARE SYSTEM, JOHNSON & JOHNSON and ETHICON, INC.	KEN MOLBERG DISTRICT COURT JUDGE

#### AFFIDAVIT OF BENJAMIN M. WATSON

State of Mississippi	)
	) ss:
County of Madison	)

BEFORE ME, the undersigned authority, on this day personally appeared Benjamin M. Watson, known to me personally, who was by me first duly sworn, and upon oath, stated to me as follows:

- 1. My name is Benjamin Watson. I am over the age of 21, have never been convicted of a felony, and am of sound mind and fully competent to make this affidavit. I have personal knowledge of all the facts set forth in this Affidavit and affirm that they are true and correct based on my direct involvement or information I have personally reviewed.
- I am an attorney with Butler Snow LLP. Butler Snow LLP serves as defense counsel for Ethicon, Inc. and Johnson & Johnson ("defendants").
- 3. I have personally reviewed the 47 documents identified on defendants' privilege log that are the subject of the current privilege dispute. Ms. Cavness originally challenged defendants' privilege claims with respect to 1,570 documents. A review of the documents revealed that the majority were exact or near exact duplicates of one another, leaving less than 400 distinct documents at issue. The parties subsequently resolved their dispute with respect to all but 47 of those documents through a combination of defendants withdrawing their privilege claims with respect to some of the documents and plaintiffs dropping their privilege challenges with respect to others. It is my good-faith belief, based on my review of the documents and the applicable law, that each of the 47 documents still at issue is protected by the attorney-client privilege and/or the work product doctrine.
- 4. I have confirmed the identities of the individuals who created, sent or received the documents at issue by either speaking with them in person or by verifying their current or former employment status. I am also familiar with the identity of both in-house and outside attorneys for the defendants. Attached to this Affidavit as Exhibit A is a list of the individuals who are the

authors, recipients or senders of documents that have been challenged by plaintiffs – or whose legal advice is referenced therein. Exhibit A identifies which of these individuals are attorneys or legal personnel. With respect to non-attorneys, Exhibit A also states whether each individual is an employee of one of the defendants or its affiliates and provides the most-recent employment title for each individual based on a good-faith review of resources from Ethicon, Johnson & Johnson and reasonably available public databases and sources. I have confirmed that these individuals are – or were at the time they were employed by defendants or defendants' affiliates – authorized or empowered to seek and act upon legal advice.

- 5. Defendants' headquarters are located in New Jersey and the majority of the inhouse legal counsel and corporate employees identified in the communications at issue are based there. Accordingly, it is my understanding that nearly all of the communications in the documents at issue were sent to, or involved requests from, employees or attorneys in New Jersey.
- 6. I have reviewed and am familiar with the definitions of "client" and "lawyer" as defined by New Jersey Rule of Evidence 504. I have also reviewed and am familiar with the definitions of "client," "representative of a client," "lawyer," "representative of a lawyer" and "confidential," as defined by Rule 503 of the Texas Rules of Evidence. Based on my review, the challenged documents associated with the reference "attorney-client privilege" involve a lawyer or lawyer representative engaging in confidential communications with a client or a representative of a client regarding professional legal services, or a lawyer or a representative of a lawyer rendering professional legal services or performing a requested task for a client or a representative of a client involving the rendering of professional legal services.

- 7. Based on my review, the challenged documents associated with the reference "work product" involve emails or documents that were prepared by counsel, or at the direction of counsel, in response to pending litigation or in anticipation of expected litigation.
- 8. I have provided further descriptions explaining why each of the contested documents is privileged in a table attached to this Affidavit as Exhibit B. Exhibit B sets forth: (1) the privilege log number for each of the documents at issue; (2) whether the document is being withheld in full or has been produced to plaintiffs in redacted form; (3) the privilege log entry for the document; (4) whether the document is being withheld/redacted based on the attorney-client privilege or as attorney work product; and (5) an explanation of the basis for defendants' privilege claim.
- 9. Plaintiffs have challenged a number of documents prepared by APCO Worldwide ("APCO"). APCO is an international strategic communications firm specializing in litigation-related crisis management that was hired by Ethicon's outside counsel, Butler Snow LLP, to assist it in providing legal advice to Ethicon Women's Health & Urology, a division of Ethicon, Inc., in connection with litigation concerning vaginal mesh products. Butler Snow sought APCO's expertise to assist the firm on strategic communications issues related to its defense of Ethicon in pending and anticipated litigation involving vaginal mesh products. Butler Snow did not retain APCO to provide ordinary public relations advice to it or Ethicon.
- 10. The APCO documents at issue are all draft versions. A later version of each of these documents that was no longer subject to the work-product doctrine has been produced to plaintiffs. Specifically:

A more detailed version of Exhibit B that contains privileged descriptions of the documents at issue is being submitted *in camera* to the MDL court and will also be provided to the Texas State Court as an *in camera* submission if the Court agrees to accept such an *in camera* submission.

Defendants will provide the Court with a copy of the APCO engagement letter in camera upon request.

- A later version of document PL06609 was produced and is Bates-numbered ETH.MESH.13458065.
- A later version of document PL14831 was produced and is Bates-numbered ETH.MESH.07247733.
- A later version of document PL06691 was produced and is Bates-numbered ETH.MESH.07221339.
- d. A later version of document PL14559 was produced and is Bates-numbered ETH.MESH.05988002.
- e. A later version of documents PL15810, PL21909 and PL27471 was produced and is Bates-numbered ETH.MESH.13499979.
- f. A later version of document PL15819 was produced and is Bates-numbered ETH.MESH.05597789.
- g. A later version of document PL15849 was produced and is Bates-numbered ETH.MESH.07755959.
- A later version of documents PL21667 and PL21914 was produced and is Bates-numbered ETH.MESH.05597785.
- 11. With respect to document PL20316, I have determined based on communications with Ethicon counsel and Jennifer Haby that Ms. Haby was acting as the functional equivalent of an Ethicon employee at the time the communication was made and that her receipt of the communication therefore does not vitiate the attorney-client privilege.
- 12. In December 2008, Ethicon contracted with Ms. Haby through her employer at the time, the brand-production company Schawk to provide copy review support to Ethicon as a Senior Production Manager. While serving in this role, Ms. Haby worked full time in her own

designated office space at Ethicon's facility in Somerville, New Jersey. Ms. Haby was responsible for facilitating review, comment and approval of drafts of documents and submissions by various groups within Ethicon, including the legal department. Accordingly, it was essential that Ms. Haby communicate with Ethicon's in-house counsel to ensure that these documents complied with regulatory and other legal requirements. Pursuant to Schawk's contract with Ethicon, Ms. Haby was required to protect confidential information she obtained as a result of her work with Ethicon from disclosure to third parties. A true and correct copy of that contract is attached hereto as Exhibit C. In 2012, Ethicon formally converted Ms. Haby's position from that of a contractor to an Ethicon employee. Ms. Haby remains employed by Ethicon to this day.

Further Affiant sayeth naught,

Benjamin M. Watson

SUBSCRIBED AND SWORN TO BEFORE ME, to witness my hand and seal of office on this 23 day of February, 2015.

Notary Public in and for the State

Mississippi

# **EXHIBIT A**

# Individuals Who Authored, Received Or Are Identified In Challenged Communications and Draft Documents

#### I. Attorneys and Legal Personnel

	Name	Position <sup>1</sup>
1.	Benson, Marc	Attorney - WW VP LAW, SC&P
2.	Blazer, Marci	Attorney - ASSISTANT GENERAL COUNSEL- TRADEMARKS
3.	Brinckman, Dirk	Attorney - SR. VP - LAW, CHIEF REGULATORY COUNSEL
4.	Chester, Michael	Attorney - Janssen Board Attorney
5.	Clarke, Dorothy	Attorney - VP, HEALTH CARE COMPLIANCE, MD&D
6.	De Camara, Jennifer	Attorney - ASSISTANT GENERAL COUNSEL
7.	English, Timothy	Attorney - ASSISTANT GENERAL COUNSEL
8.	Fletcher, Robert	Attorney - GENERAL COUNSEL MD&D
9.	Forminard, Elizabeth	Attorney - GENERAL COUNSEL, CONSUMER GROUP
10.	Freedman, Shane	Attorney - VICE PRESIDENT - LAW
11.	Gaffe, Jaimi	Attorney - SENIOR COUNSEL
12.	Geary, David	Attorney - ASSISTANT GENERAL COUNSEL
13.	Gilson, Stephanie	Attorney - ASSIST GENERAL COUNSEL
14.	Gottlieb, Jessica	Attorney - Regulatory
15.	Guiton, Christopher	Attorney - ASSISTANT GENERAL COUNSEL
16.	Hamill, Kathleen	Attorney - ASSISTANT GENERAL COUNSEL
17.	Hueting, Debra	Attorney - Regulatory Legal Counsel
18.	Janssens, Els	Attorney Regulatory
19.	Jenkins, Lisa	Attorney - VICE PRESIDENT LAW TIBOTEC
20.	Jimenez, Freddy	Attorney - ASST GENERAL COUNSEL
21.	Johnson, Joy	Legal Assistant - LEGAL SECRETARY
22.	Jones, Christy	Attorney (Butler Snow LLP)
23.	Kennedy, Maria	Attorney - ASSISTANT GENERAL COUNSEL
24.	Lukens, Patricia	Attorney - ASSIST GENERAL COUNSEL

Except where otherwise indicated, the individuals identified are or have been employed by Ethicon, Johnson & Johnson, and/or a Johnson & Johnson affiliate and may have provided legal services to Ethicon or other J&J affiliates. This list provides the most recent employment title for each individual based on a good-faith review of resources from Ethicon, Johnson & Johnson and reasonably available public databases and sources.

	Name	Position <sup>1</sup>
25.	Main, Janet	Legal Assistant - EXECUTIVE ASSISTANT
26.	McCulley, Michael	Attorney - Assistant General Counsel/Group Leader
27.	Meehan, Deidre	Attorney - ASSISTANT GENERAL COUNSEL
28.	Michalski, Richard	Attorney - SENIOR COUNSEL
29.	Neill, Simon	Attorney - ASSISTANT GENERAL COUNSEL
30.	Nixon, Randy	Attorney - VP LAW CNS
31.	Olsen, Kenneth	Attorney - VP LAW JJ HCS ASST GENRL CNSL
32.	Paterson, Clayton H.	Attorney - VICE PRESIDENT LAW
33.	Petter-Lipstein, Daniel	Attorney - SENIOR COUNSEL
34.	Plantz, Bernard	Attorney - CHIEF INTELLECTUAL PROPERTY COUNSEL
35.	Reck, Francis	Attorney - Senior Counsel
36.	Reilly, Anne	Attorney - Senior Counsel
37.	Roberts, Lisa	Attorney - WW VP Law, J&J Diabetes Solutions
38.	Scott, Elizabeth	Attorney - ASSISTANT GENERAL COUNSEL
39.	Seferian, Sue	Attorney - HCCO, PHARM GLOBAL R&D
40.	Sicari, Catherine	Attorney - ASSISTANT GENERAL COUNSEL
41.	Sievers, Mark	Attorney - ASSISTANT GENERAL COUNSEL
42.	Son, Rosa	Attorney - ASSISTANT GENERAL COUNSEL
43.	Szanto, Melissa	Attorney - ASSISTANT GENERAL COUNSEL - PATENTS
44.	Tandy, Marlene	Attorney - ASSISTANT GENERAL COUNSEL
45.	ter Heerdt, Joyce	Attorney - ASSISTANT GENERAL COUNSEL
46.	Torelli, Helen	Attorney - Associate General Counsel
47.	Totin, Michael	Attorney - ASSISTANT GENERAL COUNSEL
48.	Travers, Kristi	Attorney - ASSISTANT GENERAL COUNSEL
49.	Van Passel, David	Attorney - ASSISTANT GENERAL COUNSEL
50.	Vanbuggenhout, Willy	Attorney - Chief Privacy Officer
51.	Vaughan, John	Attorney - Senior Counsel
52.	Villani, Patricia	Attorney - ASSISTANT GENERAL COUNSEL
53.	Warren, Lisbeth	Attorney - ASSISTANT GENERAL COUNSEL
54.	Yap, Yuung Yuung	Attorney - ASSISTANT GENERAL COUNSEL

#### II. Non-Attorneys

	Name	Position <sup>2</sup>
55.	Acevedo, Michael	VP Sales & Marketing
56.	Adams, Brad (James)	Planning Analyst
57.	Affeld, Tom	DIR PROFESSIONAL EDUCATION ETHICON
58.	Agnew, Theresa	VP Marketing McNeil Consumer Healthcare
59.	Ahamed, Saleem	Contractor
60.	Ahuja, Madhukar	Executive Director, Worldwide Healthcare Compliance
61.	Aker, Brenda	DIR GLOBAL CLINICAL OPERATIONS
62.	Akins, Tyrone	Director, Health Care Compliance
63.	Alberti, Richard	ASP VP of Quality and Regulatory Compliance
64.	Albright, Penny	VP Janssen Ortho
65.	Allen, Cynthia	Quality Manager III
66.	Allibone, Barbara	MANAGER GOVERNMENT CONTRACTS
67.	Altman, Leslie	SPECIALIST HCC
68.	Ames, David	Director of Medical and Strategic Affairs
69.	Anderson, Elizabeth McKee	Worldwide Vice President, Global Strategic Marketing
70.	Aravind, Suresh	VP STRATEGIC MED AFFAIRS
71.	Armstrong, Jane	Staff Clinical Project Lead
72.	Arnaud, Axel	SURGICAL RESEARCH DIRECTOR
73.	Arslan, Levent	Sales and Stakeholder Relations Director
74.	Asar, Vinit	VP Global Product Management
75.	Asbury, Valerie	WW PRESIDENT, J&J DIABETES SOLUTIONS
76.	Austin, Chuck	Corporate VP, Global Supply Chain
77.	Bacci-Walsh, Diana	VP NA EDUC SOLUTIONS & MTG SVCS
78.	Barham, Charman	Senior Administrative Assistant
79.	Bariahtaris, Steven	VP GLOBAL FINANCE
80.	Barnickel, Donna	C&G PAYMENT ANALYST
81.	Barro, Jose	DIRECTOR, HCCO CORPORATE FUNCTIONS

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Except where otherwise indicated, the individuals identified are or have been employed by Ethicon, Johnson & Johnson, and/or a Johnson & Johnson affiliate and may have held positions in more than one department/subject area. This list provides the most recent employment title for each individual based on a good-faith review of resources from Ethicon, Johnson & Johnson and reasonably available public databases and sources.

	Name	Position <sup>2</sup>
82.	Bartczak, Sergio	VP New Business Development Latin America
83.	Baylor-Henry, Minnie	VP, STRATEGIC REGULATORY AFFAIRS
84.	Bazemore, Robert	VP New Growth Platforms
85.	Beach, Jim (James)	VP Ethicon Endo Surgery
86.	Beath, Catherine	VP RA Global Surgery Group
87.	Bellotti, Marc	Worldwide VP R&D
88.	Bell-Powell, Linda	Privacy Compliance Manager
89.	Benedetto, Laura	FINANCE DIRECTOR PHARMA CONTROLS & COMPL
90.	Benson, Edward	DIRECTOR HCCO, BABY & BEAUTY GBU's
91.	Bergmeyer, Lynn	CLINICAL SCIENCE MANAGER
92.	Bernie, Bill (William)	Medical Director, Ethicon Endo Surgery
93.	Bernstein, Nancy	MANAGER, PRIVACY COMPLIANCE
94.	Beyers, Karen	Director, Clinical Project Scientist
95.	Bhayani-Dada, Nazira	REGULATORY AFFAIRS MANAGER
96.	Biggs, James	VP QUALITY & REGULATORY COMPLIANCE
97.	Bloom, Leslie	DIRECTOR MEDAFF ADVOCACY & PARTNERSHIPS
98.	Bohn, Don (Donald)	VP US GOVT AFFAIRS
99.	Bookman, Deirdre	ASSOC DIRECTOR GCSO OPERATIONS
100.	Bordley, Diana	DIR REGULATORY AFFAIRS
101.	Borochaner, Meryle	Executive Assistant
102.	Boscia, Jerome (Jerry)	VP Immunology, Janssen R&D
103.	Bourassa, Betsy	Project Consultant (APCO Worldwide)
104.	Bradley, Mary	HCCO, JGS
105.	Braendle, Daniel	TRANSLATION PHASE
106.	Braxton, Hilda	MANAGER REGULATORY AFFAIRS
107.	Brennan, Anthony	SR DIRECTOR, MONITOR/REPORT/TRANSPARENCY
108.	Broadhurst, Vanessa	President, Internal Medicine, Janssen
109.	Brolick, Emily	Senior Analyst HCC
110.	Bruno, Eric	Executive VP/General Manager, Ethicon Endo Surgery
111.	Brusdeilins, Martin	VP, R&D, Ortho-Clinical Diagnostics
112.	Buckley, Tracy	SOX COMPLIANCE MANAGER - SUPPLY CHAIN
113.	Budden, Jeffrey	Director of Medical Communications, Cordis
114.	Buerkle, Barbara	Sr. Analyst Contracting & Sys

	Name	Position <sup>2</sup>
115.	Burgess, Ian	WW VP R&D TRAUMA & CMF
116.	Burke, Cheryl	DIRECTOR OC PROFESSIONAL
117.	Burrus, James	DIRECTOR REG AD & PROMO CNS
118.	Cacciatore, Jeffrey	FINANCE MANAGER WW ORTHO REPORTING
119.	Cadge, Don (Donald)	President, Patriot Pharmaceuticals, LLC
120.	Cakolli, Laura	FINANCE DIRECTOR PHARMA CONTROLS & COMPL
121.	Calantoni, Gail	Administrative Assistant, WW Office of Health Care Compliance & Privacy
122.	Calderone, Susan	SPECIALIST MEDICAL AFFAIRS
123.	Callegari, Peter	MD, VP, Medical Affairs (Janssen Products, LP (email = COBIUS Centocor Ortho Biotech Inc.)
124.	Callen, George	SR EXECUTIVE ONCOLOGY SPECIALIST
125.	Canady, John	MEDICAL DIRECTOR
126.	Carino, Ettore	VP SALES & MKTG AMERICAS & WW TECH SRVC
127.	Cariski, Alan	VP WW MEDICAL AFFAIRS
128.	Carlson, John	VICE PRESIDENT INNOVATION PORTFOLIO
129.	Carter, Anthony	VP DIVERSITY AND INCLUSION
130.	Carter, Michael	VP & CQO WW QUALITY & REG COMPLIANCE
131.	Carver, Judith	Sr. Clinical Project Manager, Medical Affairs
132.	Case, Rob (Robert)	VP, US Sales, LifeScan
133.	Casper, Andrea	VP, Worldwide Regulatory Affairs
134.	Cassino, Rick (Ricchard)	Director, Health Care Compliance
135.	Chambers, Charles (Rob)	VP SALES US SOUTH
136.	Chang, Kristina	DIRECTOR COMMUNICATIONS
137.	Chang, Paul	VICE PRESIDENT CHIEF SAFETY OFFICER
138.	Charles, Chris (Christine)	DIRECTOR CLINICAL RESEARCH
139.	Christianson, Bill (William)	WW VP Regulatory External Relations, DePuy
140.	Cincotti, Kristen	Sr. Analyst HCC, DePuy
141.	Clarke, Susan	GROUP LEADER HCCO GLOBAL SURGERY - WEST
142.	Clarke, Wendy	Sr. Administrative Assistant, Health Care Compliance
143.	Colfer, Jerry	VP of Information Technology, Patriot Pharmaceuticals
144.	Collins, Greg	OPERATIONS
145.	Colvin, Jhanita	Supply Chain Analyst
146.	Connaire, Celia	GROUP LEADER HCCO GLOBAL SURGERY - EAST
147.	Conticchio, Linda	Director, Audit Services Group, WW Health Care Compliance

	Name	Position <sup>2</sup>
148.	Conway, Lea Ann	VP QUALITY & COMPLIANCE GLOBAL SURGERY
149.	Coon, Michael	Senior Manager, Medical Affairs/Professional Relations, DePuy Orthopaedics
150.	Copithorne, Mary	MONITORING MANAGER
151.	Corkum, Nancy	WW VP, Office of Compliance
152.	Corrigan, Kevin	Director, MD&D Regulatory Affairs, Advanced Sterilization Products
153.	Corso, Chris (Christopher)	Director, Health Care Compliance, Consumer and Personal Care, McNeil Cons Health USA
154.	Courtney, Richard	SR MGR REG AFFAIRS
155.	Cronan, Juli	Sr. Manager Product Labeling
156.	Crosby, Cindy	VP CLS Quality & Compliance
157.	Crowley, Angela	MANAGER, EXTERNAL REPORTING
158.	Cummings, Catherine	Contractor
159.	Curry, Kris	Vice President of Health Care Compliance
160.	Cutshall, Tony	VP MARKETING & PD
161.	Dahlquist, Karl	Health Care Compliance Officer
162.	D'Ambrosio, Diane	ASSOCIATE DIRECTOR ANALYTICS
163.	Dang, Phil	LEAD ANALYST IT
164.	Danielfy, Gabor	SENIOR DIRECTOR HCC EMEA
165.	Danwalder, Lisa	LEAD ANALYST
166.	DaRosa, Luciene	HCCO CODMAN
167.	Dauria, Raina	VP, REGULATORY AFFAIRS, BIOSURGERY
168.	Davis, Karen	COPY REVIEW AND COMPLIANCE MANAGER
169.	de Freitas, Giselle	Project Coordinator WW Graphics & Labeling
170.	De Ville, Rika	HEALTH CARE COMPLIANCE OFFICER BENELUX
171.	DeCola, Dennis	Vice President of Compliance and Scientific Affairs
172.	Deegan, Sarah	WW VP Qlty & Compliance Depuy Synthes FR
173.	Del Prado, Michael	CGC ETHICON SURGICAL CARE
174.	Delaney, Rich	Vice President of Marketing
175.	Deloria, Diane	Director, Commercial Investigations
176.	Demetriades, Joan	Strategy and Decision Support Leader
177.	Denayer, Marc	VICE PRESIDENT, PHARMACOVIG. MEDICAL COMPLIANCE
178.	Desai, Bhupesh	Manager of Health Care Compliance
179.	Deveney, Rosina	Manager, Records & Info Management

	Name	Position <sup>2</sup>
180.	DiBattiste, Peter	Global TA Head, Cardiovascular
181.	Dillon, Sue (Susan)	Global TA Head Immunology
182.	DiNardo, Robin	QUALITY DIRECTOR
183.	Divilio, L. Thomas	Director of Medical Affairs
184.	Dodd, Sheri	Vice President of Health Economics & Reimbursement
185.	Dolginoff, Lori	SENIOR DIRECTOR, BRAND PUBLIC RELATIONS
186.	Donato, William (Jr)	VP FRANCH ACCOUNT MGMT
187.	Dorff, Gene (Eugene)	Vice President of Sales & Marketing
188.	Dormier, Edward	VP RESEARCH & DEVELOPMENT
189.	Doshi, Uday	DIRECTOR PROF & SCI AFFAIRS
190.	Dover, Carl	Vice President, GRQP
191.	Drinkwater, Sandhya	MANAGER HCC
192.	Driscoll, Michael (Mike)	SR MANAGER, OVERSIGHT & MONITORING
193.	Duke, John	NATIONAL SALES DIRECTOR
194.	Dunbar, Fiona	VP GLOBAL MED AFFAIRS COMMERCIAL OPS
195.	Duso, Brandy	Senior Accountant
196.	Dwyer, Kevin	Contractor
197.	Eichler-Huston, Susan	Director of Regulatory Affairs
198.	Ekdahl, Andrew	ORTHOPAEDICS FRANCHISELEADER
199.	Ells, Thomas (Tom)	VP Consumer Scientific Innovation
200.	Engwall, David R.	Vice President of Customer Development
201.	Erginel, Deniz	Neurology and Pain BUM
202.	Evans, Eric	SR. EXECUTIVE IMMUNOLOGY SPECIALIST
203.	Evanyo, Kimberly	Education Director, Medical Education
204.	Faella, Sheila	SENIOR MANAGER ASSESSMENTS
205.	Farley, Marc	Vice President of Business Practices & Compliance
206.	Federici, Thomas (Tom)	Health Care Compliance Officer
207.	Fehrman, Joanna	MGR FINANCE P/T
208.	Fernandez, Judith	Health Care Compliance Officer
209.	Ferradosa, Mario	RVP COMM EXCELLENCE AND STRAT AFFAIRS
210.	Ferrari, Louis (Lou)	Vice President of Sales & Marketing
211.	Ferraz, Jose Roberto	President
212.	Finkelstein, Audrey	Contractor

	Name	Position <sup>2</sup>
213.	Fiorino, Suzanne	SR DIR STRGT, ANALYTICS & SUSTAINABILITY
214.	Firriolo, Chris (Christopher)	Director of Regulatory Affairs Advertising and Promotion
215.	Flanigan, Andrea	POLICIES & PROCEDURES SR MGR
216.	Focht, Kristina	FINANCE MANAGER OTC
217.	Foltyn, Ted (Theodore)	Senior Director, Sales & Marketing, Ethicon Surgical Care
218.	Fox, Walter	Independent Medical Education, Janssen Pharmaceuticals
219.	Frias, Juan	Category Solutions Head
220.	Fritz, Ingo	Process Engineer
221.	Froelich, Lindsay	MANAGER, STRATEGIC COMMUNICATIONS
222.	Frost, Kevin	SENIOR MANAGER MARKETING
223.	Fruehauf, Fred (Alfred)	FINANCE COMPLIANCE MANAGER
224.	Fryer, Ibi (Violet)	LEAD CONTRACT SPECIALIST
225.	Fuller, Dan (Daniel)	SR DIRECTOR STRATEGIC ACCOUNTS
226.	Gadaleta, Sergio	Vice President, Regulatory Affairs & Product Vigilance
227.	Garofalo, Victor	Specialty Marketing Manager
228.	Gille, Dirk	Head of Pharmaceutical RD Quality Assurance
229.	Gilmore, Karen	Research Optometrist
230.	Giordano, Gina	DIRECTOR HCCO SGB & PATRIOT POC SBG SCG
231.	Girgis, Violette	MANAGER PAYROLL, COMPLIANCE
232.	Giroux, Kay	Specialist 4 Health Care Compliance
233.	Giunta, Marie	LEAD ANALYST, EXTERNAL REPORTING
234.	Glaser, Bill (William)	SR BIOTECHNICIAN
235.	Glass, Terry	Health Care Compliance Officer, Vistakon
236.	Godward, Donna	VP MD&D CQO
237.	Goncalves, Michele	LEAD COMPLIANCE & FORENSICS SPECIALIST
238.	Goode, Avis	MANAGER, CIA OPS
239.	Goodridge, Michele	EXECUTIVE ASSISTANT
240.	Gower, Michael	Course Co-Ordinator
241.	Grab, Karl	Sales Representative
242.	Graham, John	TruMatch
243.	Gray, Carrie	HCC SR ANALYST
244.	Greco, D. Daniel (II) (Dan)	Business Services Global Procurement
245.	Green, Karen	LEADER GLOBAL THERAPEUTIC AREAS

	Name	Position <sup>2</sup>
246.	Greenidge, Edmund	DIRECTOR
247.	Grimes, Timothy (Tim)	HCCO NA Pharmaceuticals
248.	Habig, Scott	VP, Sales & Marketing, Centocor
249.	Haby, Jennifer	On-site Project Manager (Schawk)
250.	Hahn, Dennis	DIR REG EXTERNAL ENVIRONMENT
251.	Haines, Pamela	SR MANAGER US TRAINING
252.	Hait, William	GLOBAL HEAD JANSSEN R&D
253.	Hamalak, Teresa	LEAD COMPLIANCE & FORENSICS SPECIALIST
254.	Hamilton, Amy	MANAGER LIFECYCLE LABELING PROJECT
255.	Hammond, Jeffrey	Group Director, Medical Affairs, General Surgery, Johnson & Johnson Global Surgery Group
256.	Hancock, Colleen	SR VP GLOBAL CHIEF OPERATING OFFICER
257.	Hansen, Jerry	JNJ MERCK JV EE
258.	Hanson, Temre	SENIOR SPECIALIST, EES
259.	Harfe, Daniel	SR DIRECTOR, CLIN & REG AFFAIRS
260.	Harlow, Hina	SENIOR DIRECTOR REGULATORY AFFAIRS
261.	Hart, James	WW VP EBM and Chief Medical Officer
262.	Hayes, Rebecca	General Operator 1
263.	Hemwall, Edwin	JNJ MERCK JV EE
264.	Henderson, Matt	Director GTM Marketing Emerging Sites, Ethicon
265.	Heremans, Annie	VP, R&D, Medical & Aesthetic Dermatology, OrthoNeutrogena division of Ortho-McNeil-Janssen Pharmaceuticals, Inc.
266.	Hermansson, Paan	EMEA Marketing Manager
267.	Hernandez, Renata	MANAGER
268.	Hickson-Curran, Sheila B.	DIR GLO STRATEGIC MED AFF FOR CL PRODUCT
269.	Hillberg, Holly	VP WW RESEARCH & DEVELOPMENT
270.	Hinoul, Piet	VP MEDICAL AFFAIRS
271.	Hiriak, Thomas	HCC OFFICER - BIO
272.	Hitchye, Kellie D	FINANCE MANAGER
273.	Hogenbirk, Patrick	Director , Training & Communication, J&J HHC & Privacy US
274.	Holcroft, Steve	SR DIRECTOR REG COMPLIANCE FOR SYNTHES
275.	Hood, Doug	IT AS SR MANAGER HCC DELIVERY MGMT
276.	Hooda, Rohinish	Concractor - Zyrtec
277.	Horwitz, David	Chief Medical Officer, Johnson & Johnson Diabetes Institute

	Name	Position <sup>2</sup>
278.	Hulihan, Joseph F	VP, Medical Affairs, Janssen CNS
279.	Humbles, Paul	DIRECTOR STRATEGIC INITIATIVES
280.	Irizarry, Keila	MANAGER S2P PROCESS IMPROVEMENT
281.	Jaakobs, James	GOVT CONTRACT COMPLIANCE AUDIT MANAGER
282.	Jackson, Dawn	MANAGER LIFECYCLE LABELING PROJECT
283.	Jarrell, Kent	Executive Director (APCO Worldwide)
284.	Jerdonek, Ron	VP, WW R&D, LifeScan
285.	Joffe, Jane	Senior Admin, Sales & Marketing, OrthoBiotech
286.	Johnson, Denise	Sr Mgr - Privacy
287.	Johnson, Diane	DIRECTOR, STRATEGIC REG AFFAIRS MD&D
288.	Johnson, Janet	Sr. Manager Regulatory Affairs Depuy Orthopedics Inc.
289.	Johnson, Larry	Director Preclinical Research, Ethicon
290.	Johnson, Mark	SENIOR SCIENTIFIC DIRECTOR
291.	Johnson, Matthew	DIR COMMUNICATIONS
292.	Johnson, Rhonda	Contractor - Labor Relations Temp
293.	Jones, Stella	VP, Immunology, Regulatory, J&J Biotechnology, Immunology, Oncology
294.	Kafrissen, Michael	Chief Scientific Officer, Ortho-McNeil
295.	Kalavendi, Ramakrishna	Contractor - eTMF
296.	Kalin, Katherine	Vice President, New Business Development and Strategic Planning, OrthoClinicalDiagnostics
297.	Kamin, Marc	VP Medical Affairs, OrthoBiotech & Centocor
298.	Kanerviko, Brian	GROUP DIRECTOR REGULATORY AFFAIRS
299.	Kawada, Eijiro	PROJECT MANAGER
300.	Kawaguchi, Masato	EMP
301.	Kebede, Mizanu	VP, Medical Devices and Diagnostics
302.	Keen, Bobby	WW Vice President, Technical Service - ASP
303.	Keen, Robin	VP, ENTERPRISE REG OPER EXCELLENCE
304.	Kelly, Brian	SENIOR ENGINEER
305.	Kelly, Joan	DIRECTOR STRATEGIC ANALYTICS & CUST MGT
306.	Kelly, Mark	OPERATIONS TECHNICIAN
307.	Keresty, Georgia	VP SCIENCE TECHNOLOGY & QUALITY
308.	Kilburn, Randy	VP NA MKTG
309.	Kingsberry, Michelle	NA REGION MGR
310.	Kirberg, Gonzalo	COUNTRY MANAGER CHILE

	Name	Position <sup>2</sup>		
311.	Kiris, Gina	SR FINANCIAL ANALYST		
312.	Kirkemo, Aaron	Medical Director - Ethicon Gynecare		
313.	Kirkup, Ruby	VP, Research and Development - J&J Consumer Products US		
314.	Klein, Maren	MANAGER MARKET		
315.	Kling, Elaine	Sr. Director, Health Care Compliance		
316.	Kluesner, Stacy	MANAGER REGULATORY AFFAIRS		
317.	Koehler, Petra	MEDICAL DIRECTOR, TISSUE REINFORCEMENT, MEDICAL OPERATIONS		
318.	Konings, Frank	VICE PRESIDENT OTC R&D FRANCHISE		
319.	Kooij, Daap	Medical - Procurment Director		
		Proc. MD		
320.	Koritko, Chris	GCCO, DEPUY SYNTHES		
321.	Kramer, Paul	Director, Regulatory Advertising and Promotion, Pharmaceuticals Group Health Care Compliance - J&J		
322.	Krieser, Macil	VP QUALITY & REGULATORY COMPLIANCE		
323.	Kuijpers, Harold	Marketing Procurement Director MD&D EMEA		
324.	Kumar, Lori	VP R&D GLOBAL BEAUTY		
325.	Kumar, Rupali	MEDICAL INFO SPEC CPT		
326.	Kuntze, Erik (Carl)	SENIOR MEDICAL DIRECTOR - ETHICON PRODUCTS, MEDICAL AFFAIRS		
327.	Kurlander, David	SENIOR DIRECTOR -COMPLIANCE		
328.	Laas, Isabel	RCSL - Neuroscience & Pain		
329.	LaBerge, Rick	GM, J&J Global Walmart Business Unit		
330.	Lake, Deborah	DIRECTOR TECHNICAL & INFRASTRUCTURE		
331.	Lallier, Stacey	DIRECTOR, HCCO SUPPLY CHAIN, AMERICAS		
332.	Lamont, Kim	Sr. Manager, Marketing Services		
333.	Latyszonek, George	Manager, Health Care Compliance Officer		
334.	Lauwers, Ludo	SENIOR VICE PRESIDENT, SITE MANAGEMENT		
335.	Lavery, Tom	General Manager - DePuy UK & Ireland		
336.	Lawrance, Paul	VP, HCC -CORPORATE & GLOBAL SUPPLY CHAIN		
337.	Lazaro, Manny	EMMANUEL LAZARO		
338.	Lebeau, Guy	DIRECTEUR EXECUTIF EMEA		
339.	Lee, Sylvia	ASSOCIATE DIRECTOR		
340.	Leece, Barry	Senior Manager, Health Care Compliance - Ethicon		
341.	Leimkuhler, Marie	Senior Director, External Alliances		

	Name	Position <sup>2</sup>				
342.	Levine, Howard	VP - Medical Affairs				
343.	Lewis, Amena	Manager, Health Care Compliance				
344.	Lilienfeld, Sean	CMO & VP STRAT MED AFFAIRS				
345.	Lin, Susan	MANAGER REGULATORY AFFAIRS				
346.	Lockwood Stacy	Director Policies Procedures, EMEA HCCP				
347.	Lowe, Mario	Director, Regulatory Affairs - LifeScan				
348.	Lum, Vanessa	VP, HCC & PRIVACY GLOBAL OPS				
349.	Luscombe, Brian	SENIOR MARKETING MANAGER				
350.	Lynch, Joseph	DIRECTOR MEDICAL AFFAIRS				
351.	Maestri, Jacqueline	VP QUALITY OPERATIONS				
352.	Mahar, Kevin	Director, Corporate Accounts, Ethicon				
353.	Mahmoud, Ramy	Chief Medical Officer				
354.	Maira, Christopher	Senior Financial Analyst				
355.	Malone, Jennifer	Contractor - Baldwin & Obenauf, US HQ-EPD GLOBAL GR				
356.	Manji, Husseini	Global TA Head Neuroscience				
357.	Marcello, Stephen	GROUP DIR MED AFFAIRS BIOSURG ENERGY				
358.	Maree, Aran	CHIEF MEDICAL OFFICER				
359.	Mark, Nancy	Director, Testing & Privacy Operations				
360.	Marotta, Christopher	MGR DEPUY SYNTHES GLOBAL ORTHO FRAN/R&D				
361.	Marran, Lynn	SR. MANAGER, US TESTING OPERATIONS				
362.	Marsh, Diane	Sr. Director, Global Strategic Analytics and Compliance - J&J				
363.	Martel, Donna	Med Info Svcs Cons				
364.	Martin, Anthony	VP R&D PRODUCTIVITY				
365.	Martinez, Clivetty	Vice President Health Care Compliance Latin America				
366.	Martinez, Debbi	MANAGER, DIGITAL & PRIVACY RA				
367.	Massey, Jill	Executive Director, Clinical Communications, Ortho-McNeil				
368.	Matteson, Chris	SR DIRECTOR, CIA IMPLEMENTATION				
369.	McArthur, Philomena	SR DIRECTOR, REGULATORY				
370.	McCarthy, Shawn	GM VP Global Marketing Cordis				
371.	McCormick, Vickie	VP, HCC and CIA CCO				
372.	McEvoy, Ashley	COMPANY GROUP CHAIRMAN, VISION CARE				
373.	McGregor-Beck, Roxanne	DIRECTOR REG AD & PROMO CV META PAIN				
374.	McIntyre, Michael	NATIONAL SALES DIRECTOR				

	Name	Position <sup>2</sup>		
375.	McKanry, Steve	FINANCE MANAGER T&E ASSESSMENTS		
376.	McKenzie, Bill	NA REG HCCO AND GRP LEADER		
377.	Mckenzie, Paul	VP R&D ETHICON		
378.	McKinley, Sherrie	Manager, Totality and Vendor Management		
379.	McMichael, Charles	COMPLIANCE MANAGER		
380.	McMonigle, Suzanne	VP Marketing Animas Corp		
381.	McShane, Gerry	INVESTIGATIONS AND OPEN PYMTS DIR		
382.	Mecka, Amy	MGR OF HLTH CARE COMP CREDIT		
383.	Medhekar, Neelu	DIRECTOR REGULATORY AFFAIRS		
384.	Meek, Jonathan	Director, WW EWHU Market Development		
385.	Melsheimer, Rich	Sr Director MA		
386.	Mendez, Edith	RECORDS MANAGEMENT LEAD		
387.	Mercado, Wendy	Temp Cordis Corp		
388.	Messmore, Renea	CIA PROGRAM MANAGER		
389.	Michaels, Pamela	Director HCC J&J		
390.	Miller, Steven	VICE PRESIDENT RA CVS AND METABOLISM		
391.	Mills, Roger	SR DIRECTOR CLINICAL LEADER		
392.	Mirza, Seemeen	Brand Integrity Manager LifeScan USA		
393.	Moccio, Lorraine	PHARM GCC OFFICER (GCCO), LEAD		
394.	Monaco, Madeline	SENIOR DIRECTOR REGULATORY AFFAIRS		
395.	Montalvo, Alexis	FINANCE MANAGER ASSESMENTS		
396.	Montandon, Carol	CONSUMER CQO, VP QUALITY & COMPLIANCE		
397.	Montes, Larry	VP health Care Compliance and Privacy		
398.	Mooney, Maureen	CONTRACT SPECIALIST		
399.	Moore, Brad	VP HEALTH SYSTEM INNOVATIONS		
400.	Moran, Maryellen	SOX FINANCE MANAGER		
401.	Mullarkey, Kimberly	WW Director, Consumer Communications		
402.	Muse, Robert	SR MANAGER COMPLIANCE		
403.	Nettesheim, Susan	VP of Toxicology and Product Stewardship		
404.	O'Connor, Bridget	MANAGER COPY APPROVAL		
405.	O'Donnell, Jim	STAFF FACILITIES ENGINEER		
406.	Oliver, Tracie	VP, Sales and Marketing		
407.	Ott, Matthew	SALES CONSULTANT		

	Name	Position <sup>2</sup>			
408.	Ovington, Liza	DIRECTOR MEDICAL OPS			
409.	Paine, Jennifer	EXECUTIVE VICE PRESIDENT WW QUALITY REGULATORY AND			
410.	Pakstys, Gabia	Senior Manager			
411.	Papineau, Paula	DIRECTOR, HCCO - DEPUY SPINE			
412.	Parenti, Dennis	STRATEGIC LEAD, RHEUMATOLOGY TAS			
413.	Parisi, Paul	SR MANAGER HCC R&D GLOBAL SURGERY GROUP			
414.	Park, Kim	PARTNER, JANSSEN HEALTHCARE INNOVATION			
415.	Parsons, Erin	DIRECTOR HCCO SCI & MED			
416.	Patel, Amit	DIRECTOR HCCO CNS TIBOTEC			
417.	Patel, Kearal	TESTING LEAD			
418.	Patel, Parul	STAFF QUALITY ENGINEER, COMPLAINTS			
419.	Paterno, Michelle	SR MANAGER HCCO			
420.	Peebles, Rhonda	SENIOR MANAGER MARKETING			
421.	Peluso Nguyen, Roseann	DIRECTOR INSTITUTIONAL			
422.	Perez, Maria	SR MANAGER SYSTEMS & TECHNOLOGY			
423.	Petersen, Christine	DIRECTOR AMERICAS PRIVACY OFFICER -NORTH			
424.	Pfeifer, Michael	SENIOR DIRECTOR, CLINICAL DEVELOPMENT			
425.	Phillips, Sherry	NON QUALIFIED IC - PROFESSIONAL			
426.	Piech, Catherine	VP HECOR			
427.	Pike, Robert	Director - Strategic Marketing			
428.	Pinto, Sergio Alberto	REGIONAL SECTOR LEAD MD&D LATAM			
429.	Plouhar, Pam	WW VP CLIN RESEARCH			
430.	Plummer, Mary Ann	Process & Technology Leader			
431.	Porras, Elizabeth	PROOFER			
432.	Prange, Karen	VP & GM Neurovascular			
433.	Preston, Caroline	Manager HCC Visoncare			
434.	Price, David	Quality Assurance Engineer			
435.	Pruden, Gary	WORLDWIDE CHAIR, GLOBAL SURGERY GROUP			
436.	Prytherch, Lois	TECH LEAD IT			
437.	Quandt, Thorsten	Packaging & Labeling Process Lead			
438.	Quirk, Susan	DIRECTOR IT, STRATEGY & PLANNING			
439.	Ragland, Denise	DIRECTOR HCCO ANIMAS			
440.	Rasmussen, Debra	SENOR DIRECTOR			

	Name	Position <sup>2</sup>		
441.	Ray, Amrit	CHIEF MEDICAL OFFICER & HEAD GMO		
442.	Reagan, Shelley	Director, Regulatory Compliance		
443.	Reardon, John	Director HCC		
444.	Rechtiene, Michael	President Animas Corp		
445.	Rector, Monika	ORTHO FRANCH GLBL R&D HCCO		
446.	Reid, Brian	IT MANAGER		
447.	Reinhardt, Max	WW PRESIDENT OF DEPUY SYNTHES SPINE		
448.	Reyes, Lilia	SR DIRECTOR ASPAC HCC&P OPERATIONS		
449.	Reynal, Jose	Janssen Transformation Support Leader		
450.	Reynolds, Thomas	DIRECTOR GLOBAL STRATEGY		
451.	Rielly-Gauvin, Katherine	Vice President Regenerative Medicine		
452.	Riley, Terri	Associate Director of Compliance		
453.	Roberts, Elizabeth	Director, Professional Affairs-Oral Care		
454.	Roberts, Kathryn	DIRECTOR REG AD & PROMO ONC NEPH		
455.	Robinson, David	Medical Affairs		
456.	Rodriguez, Bonnie	DIRECTOR JJHCS		
457.	Rodriguez, Frank	DIRECTOR HUMAN RESOURCES		
458.	Rogers, Campbell	Chief Scientific Officer		
459.	Roji, Adrian	Vice President US Sales & Marketing Ethicon Women's Health & Urology		
460.	Rosenthal, Norman R	VP, CDTL		
461.	Ross, Bridget	PRESIDENT AND CEO ACCLARENT		
462.	Ross, Stacey	DIRECTOR MEDICAL AFFAIRS		
463.	Rousseaux, Patrick	VP COM AFF AND BUSINESS DVT		
464.	Roy, Manisha	CATEGORY DIRECTOR		
465.	Rubincam, Michele	SR MGR GLOBAL TRAINING		
466.	Rudy, Sofia	MANAGER TESTING OPERATIONS		
467.	Rusticus, Christine	Associate Director, Regulatory Advertising and Promotion		
468.	Rybak, Dave	DIRECTOR HCCO - VISIONCARE		
469.	Salikuti, Satish C.	Senior Analyst		
470.	Sampson, Carmen S.	Compliance Manager		
471.	Sanford, Thomas	WW VP PUBLIC AFFAIRS & COMMUNICATIONS		
472.	Santangelo, Cathy	IT LEAD		
473.	Sarokhan, Brenda	SR DIR, ALLIANCE MANAGEMENT & TRAINING		

	Name	Position <sup>2</sup>			
474.	Scalafani, Beth	Project Coordinator WW Product Labeling-Global Surgery			
475.	Schaible, Thomas	MANAGER SOFTWARE DEVELOPMENT			
476.	Scheuble, Theresa	ASSOCIATE DIRECTOR BIOSURGERY R&D			
477.	Schleckser, Patty	DIRECTOR MEDICAL AFFAIRS			
478.	Schlinkmann, Ellen	Director FDA Clinical Trials			
479.	Schmid, Tim	PRESIDENT, ETHICON US			
480.	Schmidt, Calvin	President			
481.	Schnider, Cristina	SR DIRECTOR PROF COMMUNICATIONS			
482.	Schoeck, Michael	Director Healthcare Compliance			
483.	Schragal, Kelly	ADMIN ASSOC SR			
484.	Schroeer, Peter	Group Director EMEA Regulatory Affairs - Global Surgery Group			
485.	Schwartz, Barbara	Vice President and General Manager			
486.	Schwartz, Elizabeth	DIR, EXT & TRANS RPT REG HCC&P OPERATION			
487.	Schwartz, Lee	Director, Health Care Compliance, J&J Pharmaceutical Research and Development			
488.	Scott, Michele	DIRECTOR HCCO CVI & PR			
489.	Sedlatschek, Richard	VP QUALITY AND REGULATORY COMPLIANCE			
490.	Selley, Nicola	VP, Regulatory Affairs			
491.	Serbiak, Paul	Vice President, Research and Development			
492.	Sethi, Rohit	Contractor			
493.	Shana'a, May	Vice President Global Skincare			
494.	Shaw-Sarubbi, Christi	Vice President, WW Marketing, Ethicon Products			
495.	Shedden, Arthur	SR DIR MED AFFAIRS & SR SAFETY OFFICER			
496.	Shen, Jessica	VP CLINICAL DEVELOPMENT & REG AFFAIRS			
497.	Shields, Jade	Global Director, Commercial Compliance, J&J Consumer			
498.	Shortt, Colette	DIR SCIENTIFIC & REG AFFAIRS			
499.	Siegel, Jay	Chief Biotechnology Officer			
500.	Silber, Steven	SENIOR DIRECTOR, FLUBENDAZOLE			
501.	Sitarik, Denise	VP, Johnson & Johnson Patient Assistance Foundation, Inc. Sr. Director Patient Assistance			
502.	Smith, Amy	DIRECTOR, REGULATORY AFFAIRS			
503.	Smith, Eric	ENGR SR DEV			
504.	Smith-Gomez, Janis	VP MARKETING			
505.	Snyder, Elizabeth	CONTRACT MANAGER			

	Name	Position <sup>2</sup>			
506.	Soblick, Adriana	SR MANAGER US REGIONAL T&M			
507.	Sokolowski, Dorothy	REGULATORY LEAD			
508.	Spurr, Bob	V.P. Strategic Business Group, Ortho-McNeil Janssen Pharmaceutical Services			
509.	St. Bernard, Carl	V.P. US Sales and Marketing, Depuy			
510.	Stancic, Ibis	SR MANAGER TESTING OPERATIONS			
511.	Staneruck, Debbie	DIR CONSUMER RECORDS & INFO MANAGEMENT			
512.	Starowicz, Sharon	DIR REG AFFAIRS EXTERNAL ENV FRANCH			
513.	Steele, Susan	COORDINATOR II			
514.	Stewart, Jeff	DIRECTOR, MARKET COMPLIANCE			
515.	Stoll, Hans-Peter	V.P. WW Clinical Research, Cordis			
516.	Stopa, Matt	Sr, Analyst, Health Care Compliance, DePuy Orthopaedics			
517.	Stoutenburgh, Daniel	DIR MEDICAL AFFAIRS SVCS			
518.	Straley, Mark	WW President Ortho Clinical Diagnostics Commercial			
519.	Suehnholz, Raymond	Vice President Global Strategic Marketing			
520.	Sumner, Kenneth	Vice President Clinical Regulatory Affairs			
521.	Swearingen, David	Vice President, Corporate Communications			
522.	Szabo, Dave	TECHNOLOGY MANAGER			
523.	Taggart, Donna	NPD LEAD LABELING			
524.	Tanner, Heather MacFalls	Director, Regulatory and Clinical, Acclarent			
525.	Tanner, Pat	Director, Communications at Depuy Synthetics Companies			
526.	Taubert, Jennifer	Company Group Chairman, NA Pharm			
527.	Taylor, Daniela	MANAGER 1 - GOVERNMENT CONTRACTS			
528.	Tendler, Craig	VP LATE DVLP AND GLOBAL MED AFFRS			
529.	Tidwell, Bill	Senior Director, Medical Affairs			
530.	Toca, Luis	SR FINANCE MANAGER			
531.	Tompson, Chris	HCC OFFICER, CENTERS OF EXCELLENCE			
532.	Torres, Denice	PRESIDENT MCNEIL CONSUMER HEALTHCARE			
533.	Torres, Samantha	ANALYST PROF RELATIONS			
534.	Toselli, Richard	Vice President of Evidence Based Medicine			
535.	Treidel, Pat	ASSOCIATE DIRECTOR			
536.	Truyen, Luc	VP NEUROSCIENCE EXTERNAL AFFAIRS			
537.	Turek, Elizabeth	HEAD, GLOBAL LABELING MANAGEMENT			
538.	Turner, Wendy	GROUP DIRECTOR REGULATORY OPERATIONS			

	Name	Position <sup>2</sup>		
539.	Tynan, Kevin	Sr. Director, PV Operations		
540.	Ucci, Patricia	IT DIRECTOR		
541.	Valenti, Marlene	Vice President Cordis		
542.	Van Aelst, Roeland	HCC Sector Lead, MDD EMEAC		
543.	Van Baelen, Karin	Head of Global Regulatory Affairs		
544.	Van Dessel, Ann	HEAD GLOBAL CLINICAL OPERATIONS		
545.	Van Hoof, Johan	Global Head IDV - Managing Director Crucell		
546.	Van Riet, Patrick	VP MANUFACTURING OPERATIONS IT		
547.	Vandenzavel, Sarah	PROFESSIONAL EDUCATION MANAGER		
548.	Varlotta, Michael	SENIOR DIRECTOR DOME		
549.	Vavala, Kim	SENIOR FINANCIAL ANALYST T&E		
550.	Vellucci, Laura	REGULATORY AFFAIRS FELLOW		
551.	Viana, Zeb	Ethicon Gynecare/Hernia Director EMEA		
552.	Vinci-Rainis, Melissa	Contractor - MVR Consulting, Marketing Communications		
553.	Wagner, Fred	VP SUPPLY CHAIN CUSTOMER CONNECTIVITY		
554.	Waldstreicher, Joanne	Chief Medical Officer		
555.	Waller, Michael	Vice President Clinical and Medical Affairs		
556.	Walls, Michelle	SR MGR HCCO COBI		
557.	Ward, Michael	WW Director, Clinical Research		
558.	Warner, Mechelle	SENIOR MANAGER, HCCO		
559.	Weigel, Alex	Contractor - Corporate Privacy Compliance		
560.	Weisberg, Martin	DIR MEDICAL		
561.	Werts, Ernest (Ray)	VP Sales, Ortho-McNeil Pharmaceuticals		
562.	Wesbecker, Donna	Senior Oversight & Monitoring Analyst		
563.	Wess, Alyson	SR. DIRECTOR, CUSTOMER STRATEGY		
564.	Whiteman, Joanne	MGR, INT'L REGISTRATION & RECORDS MGMT		
565.	Wichert, Cathy	Franchise Healthcare Compliance Officer, Vision Care		
566.	Widmer, Kathy	VP Marketing		
567.	Wildgust, Mark	GLOBAL MEDICAL AFFAIRS LEADER - ONCOLOGY		
568.	Williams, Carol Allison	MONOFILAMENT PROCESSOR		
569.	Williams, Crystal	Contractor		
570.	Williamson, Pauline	MICROBIOLOGIST		
571.	Willis, Joe	General Manager, Ortho Dermatologics		

	Name	Position <sup>2</sup>				
572.	Wilson, John	LEAD COMPLIANCE & FORENSICS SPECIALIST				
573.	Wisniewski, Mark	Director, Health Care Compliance				
574.	Wladika, Bill	Director, Inside Sales				
575.	Wolf, Lee	EXECUTIVE ADMIN				
576.	Wood, Jane	HEAD, J & J BIORESEARCH Q & C				
577.	Woodford, Phyllis	SR ANALYST EXTERNAL REPORTING				
578.	Woodruff, Sheri	VP, PUBLIC AFFAIRS & POLICY COMM				
579.	Woods, Kimberly	IT LEAD				
580.	Wright, Lucy	Senior Brand Manager				
581.	Wright, Sherri	SENIOR MANAGER ASSESSMENTS				
582.	Yang, Michael	PRESIDENT, Jannsen Pharmaceuticals				
583.	Yaross, Marcia	VP Clinical, Biosense Webster				
584.	Yee-Fong, Nigel	HEALTH CARE COMPLIANCE				
585.	Zaddem, Vincenza	STAFF ENGINEER QUALITY				
586.	Zalesky, Christopher	VP, GLOBAL POLICY GUIDANCE				
587.	Zelinger, David	Head, Medical Affairs Statistics				
588.	Zielke, Eberhard	Manager				
589.	Zoka, Ramineh	SR. DIRECTOR, CDTL				
590.	Zollo, Stephen	IT SOLUTIONS DESIGNER				

# **EXHIBIT B**

### TABLE OF WITHHELD AND REDACTED DOCUMENTS

#### I. Communications To Or From In-House Counsel That Include Requests For Or The Provision Of Legal Advice

Privilege log number	Withheld/Redacted	Priv Log Entry	Attorney- Client/Work-Product	Explanation
PL06220	Redacted	Emails from client employees to client employees copying Deidre Meehan* and client employees seeking Deidre Meehan's* legal analysis and reflecting work product regarding Pelvic Mesh litigation	Attorney client	This document contains three emails concerning Ethicon's strategy and positioning in advance of an FDA advisory committee meeting regarding surgical mesh products. Defendants have already produced in full two of the three emails. The other, original email can only be produced in redacted form, however, because some of the communication contained therein is unquestionably protected by the attorney-client privilege. The email is from Matthew Johnson to two Ethicon employees and copies Deidre Meehan, in-house counsel for Johnson & Johnson, and Minnie Baylor-Henry, another Johnson & Johnson employee. The email reveals a request for legal advice that is protected from disclosure. Moreover, the email seeks information that Meehan needs to provide legal advice. (See Brief Section II.A.)
PL06294	Redacted	Email between Deidre Meehan* and client employee and to client employees seeking Deidre Meehan's* legal analysis regarding mesh professional education	Attorney client	This document contains a chain of three emails between Ethicon employees Brian Kanerviko and Piet Hinoul, J&J employee Minnie Baylor-Henry and J&J counsel Deidre Meehan. Defendants have produced the second and third emails on the chain. However, defendants are withholding the first email in the chain because it is unquestionably privileged. In that email, Mr. Kanerviko circulates a proposed addition to a guidance document to Mr. Hinoul, Ms. Baylor-Henry and Ms. Meehan and asks for feedback. The email is privileged because it includes a request for legal advice by Mr. Kanerviko to Ms. Meehan, whom he addresses by name and from whom he requests feedback. It is clear from the text of the email that the primary purpose of sending the email to Ms. Meehan is to solicit her legal advice on the proposed language to ensure that it is consistent with FDA regulatory standards. (See Brief Section II.A.)
PL13057	Redacted	Emails from Janet Main*, Freddy Jimenez* and client employee to client employees copying Bernard Plantz*, Helen Torelli*, Maria Kennedy*, Lisa Jenkins*, Mark Sievers*, Patricia Villani*, Marlene Tandy*, Jennifer De Camara*, Sue Seferian*, Elizabeth Forminard*, and client employees reflecting Janet Main's* legal analysis regarding FDA notice	Attorney client	This document contains two emails, beginning with a communication from inhouse attorney Freddy Jimenez and his assistant Janet Main concerning an FDA notice. Defendants have produced the second email in the chain, which is between two non-lawyer employees at Ethicon. However, the first email is absolutely privileged because it reveals the provision and dissemination of legal advice by Jimenez with respect to the FDA notice. (See Brief Section II.A.)
PL26558	Redacted	Emails from Elizabeth Forminard* and client employees to Elizabeth Forminard* and client employees reflecting Elizabeth Forminard's*	Attorney client	This document contains a series of emails between Melissa Vinci-Rainis, a non-lawyer employee at Ethicon, and Elizabeth Forminard, an in-house attorney at Ethicon, regarding changes made to a draft of a standard operating procedure. Defendants have produced the first email on the chain, which is between non-

Privilege log number	Withheld/Redacted	Priv Log Entry	Attorney- Client/Work-Product	Explanation
		legal analysis regarding Prosima SOP changes		lawyers. However, each of the other emails on the chain is unquestionably privileged. In each of these latter emails, the communication is either to a lawyer or from a lawyer and solicits or provides legal advice. The first email is from Vinci-Rainis to Forminard with an implicit request that counsel review the changes to the draft. The second email is from Forminard to Vinci-Rainis providing legal advice. The next email is from Vinci-Rainis to Forminard once again requesting counsel's legal opinion, albeit on a different topic. In the next email, Forminard responds with her legal opinion. Because all of these latter emails between Vinci-Rainis and Forminard involve the request for and provision of legal advice, they are privileged. (See Brief Section II.A.)
PL00595	Withheld	Emails from client employees to Deidre Meehan* and client employee copying client employee summarizing Deidre Meehan's* legal analysis regarding the copy review for dyspenuria data	Attorney client	This document includes three emails. The first email is from Laura Vellucci, a non-lawyer regulatory employee, to Jonathan Meek, another non-lawyer employee, in which Vellucci highlights in-house attorney Deidre Meehan's concerns regarding the use of certain data. In the next email, from Meek to Vellucci, Meek specifies a disclaimer that was proposed by Meehan. The last email, which is from Vellucci to Meehan, copies Susan Lin, a non-lawyer employee, to apprise her that legal advice is being sought. All of these emails are privileged because they either mention Meehan's legal concerns or solicit her legal input. (See Brief Section II.A; II.C.)
PL03079	Withheld	Email from client employee to Deidre Meehan* and client employee reflecting Deidre Meehan's* legal analysis regarding mesh professional education	Attorney client	This document begins with an email from a non-lawyer Ethicon employee to Deidre Meehan, counsel at Johnson & Johnson, and another non-lawyer Ethicon employee, regarding a training program. The initial email specifically requests the lawyer's feedback on a draft communication. Ms. Meehan responds by making several changes to the draft correspondence and asking for additional information necessary to provide her legal opinion. Ms. Meehan's revisions and her question, which seeks information necessary for the provision of legal advice, are privileged. (See Brief Section II.A.)
PL06554	Withheld	Emails from David Geary* and client employee to David Geary* and client employee reflecting David Geary's* legal analysis regarding product recalls	Attorney client	This document includes two emails between David Geary, Senior Counsel at Johnson & Johnson, and a non-lawyer Ethicon employee regarding recall language. The initial email is a request for legal advice from Mr. Geary. Mr. Geary's response makes changes to the draft language which constitutes privileged legal advice. (See Brief Section II.A.)
PL11118	Withheld	Email from David Geary* to client employee reflecting David Geary's* legal analysis regarding recall language	Attorney client	This document is an email from David Geary, Senior Counsel at Johnson & Johnson, to a non-lawyer Ethicon employee, regarding recall language. The email is privileged because it reveals Mr. Geary's legal analysis regarding the recall language. (See Brief Section II.A.)
PL11142	Withheld	Emails between Deidre Meehan* and client employees reflecting Deidre Meehan's* legal analysis regarding response to FDA request	Attorney client	This document is a series of emails addressing revisions to an email communication being sent to the FDA. The original email is from Laura Vellucci, a regulatory affairs employee at Ethicon, to Catherine Beath, a regulatory affairs employee at Ethicon, and Deidre Meehan, in-house counsel for Johnson & Johnson, and copying Brian Kanerviko, another non-lawyer regulatory employee, to apprise him that legal advice is being sought. The email asks for review of the communication. While the request for review is sent to both a

Privilege log number	Withheld/Redacted	Priv Log Entry	Attorney- Client/Work-Product	Explanation
				lawyer and non-lawyer, the primary purpose of the communication is to obtain legal advice, as the email specifically addresses Meehan and asks for her comments. (See Brief Section II.A.) In the next email, Beath provides information necessary for the provision of legal advice by Meehan. And in the final email, Meehan provides her legal analysis of the issue. This email chain is privileged because it contains the solicitation and receipt of legal advice concerning revisions and comments to communications with the FDA. (See Brief Section II.A.)
PL11662	Withheld	Emails between Dirk Brinckman* and client employees reflecting Dirk Brinckman's* legal analysis regarding Notified Bodies Board meeting minutes	Attorney client	This document contains a series of emails involving in-house counsel Dirk Brinckman and three Ethicon employees, Catherine Beath, Peter Schroeer and Richard Sedlatschek. The initial email is from Peter Schroeer, an Ethicon employee, apprising Brinckman and two others of a potential issue and asking for legal advice from Brinckman. In response, counsel Brinckman provides that advice. Finally, Catherine Beath, an Ethicon employee, provides additional information that will aid Brinckman in providing additional legal advice on the issue. These communications are privileged because they not only keep Brinckman apprised of business developments so that he can provide any necessary legal advice (see Brief Section II.A), but also seek his legal advice (see Brief Section II.A).
PL12301	Withheld	Email from client employee to Deidre Meehan* and client employee seeking Deidre Meehan's* legal analysis regarding 522 update	Attorney client	This document is an email from Brian Kanerviko, an Ethicon employee, to Deidre Meehan, in-house counsel for Johnson & Johnson, and Minnie Baylor-Henry, a Johnson & Johnson employee, updating them on FDA issues. Because this is a communication intended to keep the attorney apprised of continuing business developments so that she can provide necessary legal advice, it is privileged. (See Brief Section II.A.)
PL13055	Withheld	Emails from Freddy Jimenez*, Janet Main*, and client employee to Freddy Jimenez* and client employees copying Bernard Plantz*, Helen Torelli*, Maria Kennedy*, Lisa Jenkins*, Mark Sievers*, Patricia Villani*, Marlene Tandy*, Jennifer De Camara*, Sue Seferian*, Elizabeth Forminard*, and client employees reflecting Freddy Jimenez* and Janet Main's* legal analysis regarding FDA notice	Attorney client	This document is a series of emails, beginning with a communication from inhouse attorney Freddy Jimenez and his assistant Janet Main concerning an FDA notice. The document also contains responses to the email by employees. This document is privileged because it reveals the provision of legal advice and responses to the same. (See Brief Section II.A.)
PL14558	Withheld	Emails between client employees copying Lisbeth Warren* and client employee seeking Lisbeth Warren's* legal analysis regarding 522 response	Attorney client	This document includes two emails between non-lawyer Ethicon employees, copying Lisbeth Warren, Assistant General Counsel at Johnson & Johnson, seeking Ms. Warren's legal analysis regarding a regulatory filing. The initial email seeks clarification regarding the legal department's involvement in the response and implicitly requests legal review of a draft document. In response, a non-lawyer Ethicon employee confirms that Ms. Warren and the legal department are being asked for legal advice. (See Brief Section II.A.)

Privilege log number	Withheld/Redacted	Priv Log Entry	Attorney- Client/Work-Product	Explanation
PL15970	Withheld	Emails between Lisbeth Warren*, Deidre Meehan* and client employee and to client employee reflecting Lisbeth Warren* and Deidre Meehan's* legal analysis regarding Prosima discontinuation	Attorney client	This document is a series of emails among Lisbeth Warren, Assistant General Counsel at Johnson & Johnson, Deidre Meehan, Senior Counsel at Johnson & Johnson, and two non-lawyer employees at Ethicon, regarding the discontinuation of a product. The initial email from a non-lawyer Ethicon employee asks two lawyers and one non-lawyer for legal advice about providing samples of the product. The fact that a non-lawyer employee is included on the communication does not defeat any claim of privilege because the advice was sought from two lawyers; thus, the primary purpose of the communications was to obtain legal advice. In the next email, Ms. Warren responds, stating her legal advice. Ms. Meehan's subsequent response requests more information and provides legal advice. This document is privileged because it includes an initial request for legal advice and multiple responses from two lawyers providing legal analysis regarding product discontinuation. These communications are classic attorney-client communications that are privileged. (See Brief Section II.A.)
PL19376	Withheld	Emails between Lisbeth Warren*, Deidre Meehan* and client employee and to client employee reflecting Lisbeth Warren* and Deidre Meehan's* legal analysis regarding Prosima discontinuation	Attorney client	This document is a series of emails among Lisbeth Warren, in-house counsel at Johnson & Johnson, Deidre Meehan, Assistant General Counsel at Johnson & Johnson, and two non-lawyer employees at Ethicon, in which one of the non-lawyer employees seeks legal advice with respect to the discontinuation of a product. In the first email, the employee seeks legal advice from the attorneys. In the second email, Warren responds with her legal advice. Warren also asks for information necessary for the provision of further legal advice. In the third email, a non-lawyer employee provides the information requested to Warren. In the fourth email, Meehan weighs in on the issue and provides a legal opinion. The subsequent emails represent a "back and forth" between the lawyers and client, requesting and providing legal guidance on the issue. Therefore, all of these emails are privileged. (See Brief Section II.A.)
PL24593	Redacted	Redacted portion of email from client employee to Deidre Meehan* copying client employees seeking Deidre Meehan's* legal analysis regarding Prolift adverse events	Attorney client	This document is a series of emails regarding Manufacturer and User Facility Device Experience ("MAUDE") database breakdown of mesh extrusions. Defendants have produced all of the emails with the exception of one, which is an email from Brian Luscombe, a marketing employee at Ethicon, to Deidre Meehan, an in-house attorney for Johnson & Johnson, asking for legal advice and copying various Ethicon employees to inform them that legal advice is being requested. Because this email is a communication that seeks legal advice, it is privileged. (See Brief Section II.A.)
PL28109	Withheld	Emails from Simon Neill*, Dirk Brinckman* and client employees to Simon Neill* and client employees copying Elizabeth Forminard* and client employees reflecting Simon Neill* and Dirk Brinckman's* legal analysis regarding Gynecare product decommercialization	Attorney client	This document begins with an email from Dirk Brinckman, Vice President of the Law Division at Ethicon and Assistant General Counsel at Johnson & Johnson, to a non-lawyer Ethicon employee that provides Brinckman's legal analysis regarding Gynecare product decommercialization and other issues. In the email, Brinckman states that he is enclosing a note summarizing the decommercialization issue and providing a legal recommendation. The email also copies Elizabeth Forminard, General Counsel, Medical Devices & Diagnostics, and several non-lawyer employees to apprise them of Brinckman's legal analysis. The document also includes an email from Brinckman to Simon Neill, Assistant General Counsel at Johnson & Johnson, asking for an update regarding the discontinuation of the Gynecare product and its effect on the

Privilege log number	Withheld/Redacted	Priv Log Entry	Attorney- Client/Work-Product	Explanation
				Company's contractual obligations. That same email also conveys Brinckman's legal advice.  The document also contains subsequent emails from Neill to non-lawyer employees requesting information sought by Brinckman, which is necessary for Brinckman to provide legal advice. In addition, Brinckman circulates an attached document that provides additional background related to his request for information and references litigation. An employee subsequently provides the requested information. These emails are privileged because they contain legal analysis from multiple counsel and/or involve communications seeking and providing information necessary for the provision of legal advice. (See Brief Section II.A.)
PL25343	Withheld	Emails from Simon Neill*, Dirk Brinckman* and client employees to Simon Neill* and client employees copying Elizabeth Forminard* and client employees reflecting Simon Neill* and Dirk Brinckman's* legal analysis regarding Gynecare product decommercialization	Attorney client	This document contains several of the emails that are described as privileged in the entry for document PL28109 (immediately above), and were properly withheld for the same reasons set forth with respect to that document. The only additional email is from Paan Hermansson, a non-lawyer employee at Ethicon, to Simon Neill, an in-house attorney at Johnson & Johnson, and a non-lawyer employee at the company. This email is privileged because it provides information that was previously requested by attorney Dirk Brinkman and is necessary for Brinckman to provide legal advice. ( <i>See</i> Brief Section II.A.)
PL28008	Withheld	Emails between Simon Neill* and Dirk Brinckman* and from client employee and to client employee copying Christy Jones*, Elizabeth Forminard* and client employees reflecting Simon Neill* and Dirk Brinckman's* legal analysis regarding Gynecare product decommercialization	Attorney client	This document also includes two of the emails included in document PL28109, above, and those emails are privileged for the same reasons discussed with respect to that document. It also contains three additional emails, each of which is privileged, because it contains the provision of legal advice or a request for legal advice. The first of these additional emails is from Simon Neill, an in-house attorney at Johnson & Johnson, to Dirk Brinckman, another in-house attorney at the company, in which Neill provides an update. The email was sent in response to Brinckman's request for this information. In the next email, which is from Brinckman to Christy Jones, outside counsel at Butler Snow, Brinckman circulates the update for Jones' review. Brinckman also provides information necessary for Jones to adequately review the attached update. Lastly, the document includes a short follow-up email from a non-lawyer Ethicon employee to Brinckman and copying Jones in which the employee provides additional information necessary for the provision of legal advice. These communications are privileged because they seek legal advice and exchange information necessary for the provision of legal advice information necessary for the provision of legal advice and exchange information necessary

Privilege log number	Withheld/Redacted	Priv Log Entry	Attorney- Client/Work-Product	Explanation
PL28111	Withheld	Emails from Simon Neill*, Dirk Brinckman* and client employee to Simon Neill* and client employees copying Elizabeth Forminard* and client employees reflecting Simon Neill* and Dirk Brinckman's* legal analysis regarding Gynecare product decommercialization	Attorney client	This document also includes several of the emails included in PL28109, above, and those emails are privileged for the same reasons set forth with respect to that document. The only additional email is from Paan Hermansson, a non-lawyer employee, to Simon Neill, a lawyer at Johnson & Johnson. This email is privileged because it reveals that Hermansson provided Neill with information that Neill sought at the request of Dirk Brinckman, Vice President of the Law Division at Ethicon and Assistant General Counsel at Johnson & Johnson. (See Brief Section II.A.)
PL28115	Withheld	Emails from Simon Neill*, Dirk Brinckman* and client employee to Simon Neill* and client employees copying Elizabeth Forminard* and client employees reflecting Simon Neill* and Dirk Brinckman's* legal analysis regarding Gynecare product decommercialization	Attorney client	All but one of the emails in this document are the same as those described in document PL28109, above, and are privileged for the same reasons set forth with respect to that document. The only additional email is from Pann Hermansson, a non-lawyer, to Sarah Vandenzavel, another non-lawyer forwarding a document that had been sent to Hermansson in connection with a request for information by Dirk Brinckman, Vice President of the Law Division at Ethicon and Assistant General Counsel at Johnson & Johnson. Because this new email from one non-lawyer to another apprises the recipient of the email of the fact that legal advice has been requested and is being provided by Brinckman on a specific issue, it is also privileged. (See Brief Section II.A; II.C.)
PL28118	Withheld	Emails from Simon Neill*, Dirk Brinckman* and client employees to Simon Neill* and client employees copying Elizabeth Forminard* and client employees reflecting Simon Neill* and Dirk Brinckman's* legal analysis regarding Gynecare product decommercialization	Attorney client	This document also contains many of the same emails that are included in document PL28109, above, and are privileged for the same reasons set forth with respect to that document. The document also contains two additional emails (the second-to-last and final emails in the chain), which are also privileged. The second-to-last email is sent from non-lawyer employee Zeb Viana to Simon Neill, an in-house attorney for Johnson & Johnson and another employee, Paan Hermansson, in which Viana follows up on a request for information from attorney Dirk Brinckman, Vice President of the Law Division at Ethicon and Assistant General Counsel at Johnson & Johnson. Hermansson responds by asking for clarification. Because these communications contain a request for information necessary for Brinckman to render legal advice, they are privileged. (See Brief Section II.A.)
PL05784	Withheld	Memo reflecting Ethicon Legal Department's* legal analysis and work product regarding PFR/TVT Litigation	Attorney client	This document is a memorandum circulated at the request of counsel that summarizes litigation holds and provides legal instructions to employees. The document is attached to an email sent to all Regional Business Directors by a member of Ethicon management, informing them of the litigation holds and the retention of outside counsel. This document is privileged because it provides legal advice regarding hold notices and employees' interactions with outside law firms and describes requests by counsel for information necessary to provide legal advice. ( <i>See</i> Brief Section II.A; II.C.)

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Privilege log number	Withheld/Redacted	Priv Log Entry	Attorney- Client/Work-Product	Explanation
PL28065	Withheld	Memorandum from Dirk Brinckman* and client employee to client employee copying Elizabeth Forminard* and client employees reflecting Dirk Brinckman's* legal analysis regarding decommercialization of pelvic floor repair products	Attorney client	This document is a memorandum from Dirk Brinckman, an in-house attorney for Johnson & Johnson, and a non-lawyer regulatory employee, to a high-ranking employee at Johnson & Johnson, copying two non-lawyers and one in-house lawyer to apprise them of legal advice. It is marked as "privileged and confidential" and as Brinckman's work product. The document contains legal analysis of the decision to globally discontinue certain products and is therefore privileged. (See Brief Section II.A.) The memo also qualifies at attorney work product because it addresses potential legal ramifications and government penalties that may stem from product discontinuation and therefore was drafted in anticipation of litigation. (See Brief Section II.D.)

## II. Draft Documents That Include Attorney Comments

Privilege log number	Withheld/Redacted	Priv Log Entry	Attorney- Client/Work-Product	Explanation
PL06463	Redacted	Draft docket reflecting Deidre Meehan's* legal analysis and maintaining common defense regarding FDA panel meeting	Attorney client	This document is a draft docket submission on Pelvic Organ Prolapse Repair ("POP") to be submitted to an FDA panel meeting. The document was circulated with comments from American Medical Systems ("AMS"), another manufacturer of mesh devices. However, the document contains some comments from Deidre Meehan, an in-house attorney at Johnson & Johnson, that were added after AMS sent the draft. The comments from Meehan were circulated only internally within Ethicon and Johnson & Johnson. Meehan's comments are unquestionably privileged, and must therefore be redacted, because they contain legal advice. (See Brief Section II.B.)
PL14194	Redacted	Draft Docket Submission reflecting Deidre Meehan's* legal analysis regarding Advisory Committee Meeting on Pelvic Organ Prolapse Repair	Attorney client	This document is a literature review section of a memorandum to be submitted at an upcoming FDA Advisory Committee meeting on Pelvic Organ Prolapse ("POP") Repair. The document reviews the same literature that the FDA referenced in a 2011 White Paper. The document agrees with the FDA that the literature has identified adverse events associated with the treatment of POP with mesh. However, it also urges the FDA to consider the adverse events relative to the benefits the procedures provide. Defendants have produced this document, but have redacted comments by Deidre Meehan, an in-house attorney at Johnson & Johnson, that constitute legal analysis. (See Brief Section II.B.)
PL14460	Withheld	Draft package insert reflecting Deidre Meehan's* legal analysis regarding Prosima Physician ISI	Attorney client	This document is a redlined draft of the Prosima Physician Important Safety Information. The document is attached to an email from Deidre Meehan, an inhouse attorney at Johnson & Johnson, to non-lawyer employees, which makes clear that the comments are from legal. Because the document contains counsel's revisions and comments on legal issues, including the information that should be included in a product warning label, it is privileged. (See Brief Section II.B.)
PL14461	Withheld	Draft package insert reflecting Deidre Meehan's* legal analysis regarding Prosima Physician Important Safety Information	Attorney client	This document is a redlined draft of the Prosima Physician Important Safety Information, including comments by in-house counsel Deidre Meehan. The document is attached to an email from Deidre Meehan, an in-house attorney at Johnson & Johnson, to non-lawyer employees, which make clear that the changes were made by Meehan. The revisions are legal in nature and reveal Meehan's legal opinions as to Ethicon's obligations under FDA regulations, making them privileged. (See Brief Section II.B.)
PL25353	Withheld	PowerPoint presentation reflecting Dirk Brinckman's* legal analysis regarding pelvic floor repair and TVT Secur product discontinuation	Attorney client	This document is a table addressing the discontinuation of the PFR/TVT Secur product. The table is attached to a memorandum authored by Dirk Brinckman, an in-house attorney at Johnson & Johnson, and Laura Vellucci, a non-attorney employee who works on regulatory matters providing legal advice on the issue of discontinuation. Accordingly, the table is included within, and is a necessary part of, counsel's legal advice and is therefore privileged. (See Brief Section II.B.)

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Privilege log number	Withheld/Redacted	Priv Log Entry	Attorney- Client/Work-Product	Explanation
PL28500	Withheld	Draft communication reflecting Jaimi Gaffe's* legal analysis regarding 522 Post Market Surveillance Plans	Attorney client	This document is a redlined version of a draft letter to the Australian Therapeutic Goods Administration. The draft letter was attached to an email from Jaimi Gaffe, an in-house attorney at Johnson & Johnson, which makes clear that Gaffe is the author of the redline revisions and comments.  Gaffe's comments reveal her legal opinions regarding Ethicon's obligations under Australian law and is therefore privileged. (See Brief Section II.B.)

# III. Emails And Communications Between Non-Lawyers Within Ethicon Or J&J Discussing Legal Advice From Counsel

Privilege log number	Withheld/Redacted	Priv Log Entry	Attorney- Client/Work-Product	Explanation
PL08740	Redacted	Emails from client employee to Dirk Brinckman*, and client employees copying Deidre Meehan* and client employees and from client employee to client employee copying Lisbeth Warren* and Elizabeth Forminard* seeking Dirk Brinckman*, Deidre Meehan*, Lisbeth Warren*, and Elizabeth Forminard's* legal analysis regarding FDA 522 response	Attorney client	This document includes three emails regarding a draft response by Ethicon to a post-market surveillance request by the FDA with respect to pelvic mesh devices. Defendants have produced the first and second emails. The first email is from Brian Kanerviko, a non-lawyer regulatory affairs employee at Johnson & Johnson, to multiple non-lawyer employees, as well as in-house attorneys. The second email is from Chuck Austin, another Ethicon employee to unlisted recipients. The final email in the chain is from Gary Pruden, a non-lawyer employee from Johnson & Johnson, to Chuck Austin and copies Lisbeth Warren and Elizabeth Forminard, both of whom are in-house attorneys at Johnson & Johnson. This email is privileged because it reveals counsel's legal opinion with respect to Ethicon's position on a regulatory filing submitted to the FDA. (See Brief Section II.C.)
PL13102	Redacted	Emails between client employees summarizing Ethicon Legal Department's* legal analysis regarding FDA panel meeting	Attorney client	This document contains two emails regarding a field update to sales colleagues on an upcoming FDA panel meeting on transvaginal mesh products. Defendants have produced the email at the top of the chain. However, the initial email is unquestionably privileged because it reveals the provision of legal advice. Although this email is from Matthew Johnson, a non-lawyer employee at Ethicon, to Paul Parisi and Kevin Frost, two other non-lawyer employees at the Company, it specifically references a request for and the provision of legal advice by the "legal" department and is therefore privileged. (See Brief Section II.C.)

Privilege log number	Withheld/Redacted	Priv Log Entry	Attorney- Client/Work-Product	Explanation
PL13077	Withheld	Emails from Joy Johnson* and client employees to Marc Benson*, Dorothy Clarke*, Rob Fletcher*, Elizabeth Forminard*, Kathleen Hamil*, Patricia Lukens*, Randy Nixon*, Clayton Paterson*, Sue Seferian*, Freddy Jimenez*, Dirk Brinckman*, Joyce ter Heerdt*, Yuung Yuung Yap*, Willy Vanbuggenhout*, Timothy English*, David Geary*, Richard Michalski*, Kenneth Olsen*, Daniel Petter-Lipstein*, Francis Reck*, Anne Reilly*, Lisa Roberts*, Catherine Sicari*, Michael Totin*, Michael Chester*, Jennifer De Camara*, Stephanie Gilson*, Jessica Gottlieb*, Christopher Guiton*, Maria Kennedy*, Michael McCulley*, Deidre Meehan*, Elizabeth Scott*, Mark Sievers*, Rosa Son*, Marlene Tandy*, Helen Torelli*, Kristi Travers*, John Vaughan*, Patricia Villani* and client employees copying Jennifer De Camara* summarizing Jennifer De Camara's legal analysis regarding guidance document on educational support	Attorney client	This document is a series of emails starting with an email from Johnson & Johnson legal secretary Joy Johnson "on behalf of Johnson & Johnson Law Department," providing a guidance document that addresses legal limitations on certain programs. The emails that follow disseminate the legal guidance to employees within the Company and are therefore also privileged. (See Brief Section II.C.)
PL24616	Redacted	Redacted portions of emails from client employee to client employees copying client employees summarizing Marci Blazer's* legal analysis regarding deletion of text for NEO and Prosima+M	Attorney client	This document is a series of six emails addressing whether certain text should be included on the carton for NEO and Prosima+M. Defendants have produced four of these emails, which are between non-lawyers and do not reflect legal analysis. However, the first email and the fifth email are privileged because they discuss legal opinions by Marci Blazer, an in-house attorney for Johnson & Johnson, on certain text to be used on the carton. The first email is from Jennifer Malone, a graphics and labeling employee at Ethicon, to various non-lawyer Ethicon employees. The email relays legal advice by Marci Blazer, an attorney, about the text. Because this email includes legal analysis by counsel, it is privileged. (See Brief Section II.C.) Similarly, in the fifth email, which is between Malone and a number of non-lawyer Ethicon employees, Malone states Blazer's legal position on the text at issue. Because this email also reveals counsel's legal analysis regarding text for the carton, it is privileged. (See Brief Section II.C.)

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Privilege log number	Withheld/Redacted	Priv Log Entry	Attorney- Client/Work-Product	Explanation
PL27398	Withheld	Email from client employee to client employee copying Melissa Szanto* summarizing Melissa Szanto's* legal analysis regarding de Leval discussion	Attorney client	This document is an email from Theresa Scheuble (Ethicon employee) to Rhonda Peebles (Ethicon employee) and copying Melissa Szanto (an attorney at Johnson & Johnson), summarizing Szanto's legal advice to hold off on discussing an issue until Szanto gets more information and can provide a legal opinion. This communication is privileged because its purpose is to convey privileged legal advice to those within the corporate structure who need the advice in order to fulfill their corporate responsibilities. (See Brief Section II.C.)

# IV. Work-Product Materials Created By APCO Worldwide

Privilege log number	Withheld/Redacted	Priv Log Entry	Attorney- Client/Work-Product	Explanation
PL06609	Withheld	Draft communication reflecting work product regarding Pelvic Mesh litigation	Work product	This document is a draft letter to surgeons regarding the decision to discontinue certain pelvic mesh devices. The draft was authored by Betsy Bourassa, a consultant at APCO Worldwide, a strategic communications firm that specializes in litigation-related crisis management and was retained by the company's outside counsel to address litigation-related communications issues. It is therefore protected by the work product doctrine. ( <i>See</i> Brief Section II.D.) A later version this document that is not subject to the work-product doctrine has been produced to plaintiffs.
PL06691	Withheld	Draft communication reflecting work product regarding Pelvic Mesh litigation	Work product	This document is a draft letter regarding the decision to discontinue certain pelvic mesh devices. The draft was authored by Betsy Bourassa, a consultant at APCO Worldwide, a strategic communications firm that specializes in litigation-related crisis management and was retained by the company's outside counsel to address litigation-related communications issues. As such, it is protected work product. (See Brief Section II.D.) A later version this document that is not subject to the work-product doctrine has been produced to plaintiffs.
PL14559	Withheld	Draft communication reflecting work product regarding Pelvic Mesh litigation	Work product	This is a draft document outlining Ethicon's response to questions concerning the Company's discontinuation of some of its mesh products. The document was drafted by Kent Jarrell of APCO Worldwide, who was retained by Ethicon's outside counsel and worked at counsel's direction. The draft document provides litigation-related advice in that it outlines the Company's position with respect to events that are the subject of ongoing and threatened product-liability lawsuits. (See Brief Section II.D.) A later version this document that is not subject to the work-product doctrine has been produced to plaintiffs.
PL15810	Withheld	Draft document summarizing Ethicon Legal Department's* legal analysis regarding 522 response to FDA	Work product	This is a draft document outlining Ethicon's response to questions concerning its discontinuation of certain mesh products. It was drafted by Kent Jarrell of APCO Worldwide, a strategic communications firm that specializes in litigation-related crisis management and was retained by the company's outside counsel to address litigation-related communications issues. Because this draft document was created by a litigation consultant retained by outside counsel in anticipation of litigation, it qualifies as attorney work product. (See Brief Section II.D.) A later version this document that is not subject to the work-product doctrine has been produced to plaintiffs.
PL15819	Withheld	Draft communication reflecting work product regarding Pelvic Mesh litigation	Work product	This is a draft letter to surgeons to inform them of the decision to discontinue certain pelvic mesh devices. The draft was authored by Betsy Bourassa of APCO Worldwide and is drafted to avoid inadvertently suggesting any potential bases for product liability suits. Because this document was created by a litigation consultant retained by outside counsel in connection with the defense of litigation, it qualifies as attorney work product. ( <i>See</i> Brief Section II.D.) A later version this document that is not subject to the work-product doctrine has been produced to plaintiffs.

Privilege log number	Withheld/Redacted	Priv Log Entry	Attorney- Client/Work-Product	Explanation
PL15849	Withheld	Draft communication reflecting work product regarding Pelvic Mesh litigation	Work product	This document is a draft of a letter to be sent to distributors to inform them of the decision to discontinue certain pelvic mesh devices. The draft was authored by APCO Worldwide, a strategic communications firm that specializes in litigation-related crisis management and was retained by the company's outside counsel to address litigation-related communications issues. Because this document was created by a litigation consultant retained by outside counsel in anticipation of litigation, it qualifies as attorney work product. (See Brief Section II.D.) A later version this document that is not subject to the work-product doctrine has been produced to plaintiffs.
PL21667	Withheld	Draft communication reflecting work product regarding Pelvic Mesh litigation	Work product	This is a draft document outlining responses to questions concerning its discontinuation of some mesh products. The draft states that it is confidential and not for distribution. Because this draft document was created by APCO Worldwide, a strategic communications firm that specializes in litigation-related crisis management and was retained by the company's outside counsel to address litigation-related communications issues, it qualifies as work product. (See Brief Section II.D.) A later version this document that is not subject to the work-product doctrine has been produced to plaintiffs.
PL21909	Withheld	Draft document summarizing Ethicon Legal Department's* legal analysis regarding 522 response to FDA	Work product	This is a draft document outlining Ethicon's position with respect to its discontinuation of some of its mesh products. The draft states that it is confidential and not for distribution. Because this draft document was created by Kent Jarrell of APCO Worldwide, a strategic communications firm that specializes in litigation-related crisis management and was retained by the company's outside counsel to address litigation-related communications issues, it qualifies as work product. ( <i>See</i> Brief Section II.D.) A later version this document that is not subject to the work-product doctrine has been produced to plaintiffs.
PL21914	Withheld	Draft communication reflecting work product regarding Pelvic Mesh litigation	Work product	This is a draft document outlining Ethicon's position with respect to its discontinuation of some of its mesh products. The draft states that it is confidential and not for distribution. Because this draft document was created by Kent Jarrell of APCO Worldwide, a strategic communications firm that specializes in litigation-related crisis management and was retained by the company's outside counsel to address litigation-related communications issues, it qualifies as work product. ( <i>See</i> Brief Section II.D.) A later version this document that is not subject to the work-product doctrine has been produced to plaintiffs.
PL14831	Withheld	Draft communication reflecting work product regarding Pelvic Mesh litigation	Work product	This document is a draft letter to be sent to surgeons to inform them of the decision to discontinue certain pelvic mesh devices. The draft was authored by APCO Worldwide, a strategic communications firm that specializes in litigation-related crisis management and was retained by the company's outside counsel to address litigation-related communications issues. It is therefore protected by the work product doctrine. (See Brief Section II.D.) A later version this document that is not subject to the work-product doctrine has been produced to plaintiffs.

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Privilege log number	Withheld/Redacted	Priv Log Entry	Attorney- Client/Work-Product	Explanation
PL06690	Withheld	Email from client consultant to client employee copying Lisbeth Warren* and client consultants seeking Lisbeth Warren's* legal analysis and reflecting work product regarding Pelvic Mesh litigation	Attorney client	This document is an email from an employee of APCO Worldwide to a non-lawyer Ethicon employee, copying two other APCO employees and Lisbeth Warren, an in-house attorney for Johnson & Johnson. The email is a privileged communication that was made for the purpose of providing advice at the behest of Ethicon's outside counsel regarding issues related to ongoing and threatened future litigation involving the Company's products. ( <i>See</i> Brief Section II.D.)

# V. Communication Between In-House Counsel And Consultant Acting As "Functional Employee" Of The Company

Privilege log number	Withheld/Redacted	Priv Log Entry	Attorney- Client/Work-Product	Explanation
PL20316	Withheld	Emails between Deidre Meehan* and client employee copying client consultant and client employees reflecting Deidre Meehan's* legal analysis regarding Prosima Apical Support learning guide	Attorney client	This document contains four emails that communicate legal advice by Deidre Meehan, an in-house attorney for Johnson & Johnson, regarding a Prosima Apical Support Learning Guide. The first email is from Kevin Frost, a non-lawyer employee at Ethicon, to Meehan. The email also copies Aaron Kirkemo and Melissa Vinci-Rainis, two non-lawyer employees, as well as Jennifer Haby, a contractor who was hired by Ethicon to manage its copy-review process (including the facilitation of legal review) and who functioned as a de facto employee of Ethicon, to apprise these individuals that legal advice is being requested. This email notes that Meehan provided legal advice and includes additional information necessary for the provision of legal advice. It is therefore subject to the attorney-client privilege. (See Brief Section II.A.) The next three emails are also privileged, as they involve a follow-up email by Frost reminding Meehan of his earlier comments, a response by Meehan providing her legal opinion on the changes, and a final email from Frost asking Ms. Haby to implement the agreed-upon changes. All of these emails are privileged because they reveal a request for and the provision of legal advice. (See id.) The fact that Ms. Haby, a non-employee contractor, is included on the email chain does not defeat the privilege because, as explained in defendants' brief and the accompanying declaration of Ben Watson, Ms. Haby was acting as a functional employee of Ethicon and needed Ms. Meehan's confidential legal advice to perform her role at the company. Accordingly, her communications with Ethicon's counsel are privileged. (See id. Section II.E.)

# **EXHIBIT C**

Schawk



#### MASTER AGREEMENT

This Master Agreement (this "Agreement") effective as of January 1, 2008 (the "Effective Date") by and between JOHNSON & JOHNSON SERVICES, INC., a New Jersey corporation with offices at 410 George Street, New Brunswick, New Jersey 08901 ("JJS1"), and Schawk USA Inc., a Delaware corporation with offices at 1695 River Road, Des Plaines, IL ("Seller").

WHEREAS, Seller is in the business of providing graphics imaging and related supplies and services (collectively, "Services"), and JJSI and/or certain affiliates of JJSI, including, without limitation, the affiliates listed on Exhibit A attached hereto, may purchase such Services from Seller from time to time;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties as follows:

# 1. SUPPLY OF SERVICES

- (a) During the term of this Agreement, JJSI or an affiliate of JJSI (as applicable, "Buyer") may from time to time enter into an agreement with Seller specific for Buyer, such as the agreement attached to this Agreement as Exhibit B or other similar document (in each case, an "Affiliate Agreement" for services in connection with the Product Categories listed in the Affiliate Agreement) and in accordance with this Services Agreement. Seller agrees to perform such Services for Buyer, and such Buyer shall pay for, the Services as set forth in such Affiliate Agreement (including any Work Order as defined below) and this Agreement with respect thereto.
- (b) The parties agree that there are no minimum purchase requirements under this Agreement and that the relationship between Seller and JJSI and its affiliates is not one of exclusivity.
- (c) Buyer may issue to Seller a design work request, statement of work or other similar document (collectively, a "Work Order") describing the Services to be provided by Seller pursuant to the applicable Affiliate Agreement. Such Work Order shall be considered a part of the applicable Affiliate Agreement.

### 2. TERM

- (a) This Agreement shall be effective from the Effective Date through February 28, 2010 (the "Initial Term"), unless sooner terminated as provided herein. Prior to the expiration of the Initial Term, JJSI shall have the option of extending this Agreement, including the pricing contained herein, for up to one (1) additional year upon written notice to Seller.
- (b) Seller or Buyer, or JJSI on behalf of Buyer(s), may terminate an outstanding Affiliate Agreement at any time upon thirty (30) days written notice to the other party if the other party is materially in default of its obligations under such Affiliate Agreement, including this Agreement with respect thereto, and such default is not cured within such thirty (30) day period; provided however, there shall be no cure period for a breach by Seller of its obligations to supply the Services on a timely basis in accordance with the applicable Affiliate Agreement on more than one occasion, either to the same Buyer or different Buyers. In the event of any termination of a Affiliate Agreement by Buyer, if a default of Seller with respect to such Affiliate Agreement would also affect Seller's ability to perform its obligations under any other outstanding Affiliate Agreements in the reasonable discretion of JJSI on behalf of its affiliates, JJSI may also terminate any or all other such
- (c) Notwithstanding any termination of any or all Affiliate Agreements as a result of a breach by the other party, the terminating party shall be entitled to recover all damages provided for in this agreement as a result of the other party's breach. Any termination or expiration of this Agreement or any or all Affiliate Agreements shall not release any party from any liability which at such time had already accrued nor affect the survival of any right, duty or obligation of any party that is stated to survive termination or expiration.
- (d) JISI may terminate this Agreement at any time and for any reason upon thirty (30) days written notice to Seller if there is no outstanding Affiliate Agreement. Buyer may terminate any outstanding Affiliate Agreement at any time and for any reason upon thirty (30) days written notice to Seller. In the event of such termination, Seller shall comply with any directions given by Buyer in such notice with respect to the Services and cease all other Services and work with respect to such Affiliate Agreement. Within 30 days from the effective date of such termination, Seller shall submit an invoice to Buyer for all goods delivered by Seller in accordance with such Affiliate Agreement prior to termination. Buyer agrees to pay all undisputed amounts in accordance with this Agreement. In no event shall Buyer be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Affiliate Agreement or (ii) the value of all Services performed by Seller in accordance with such Affiliate Agreement prior to termination, whichever is less.

- (e) This Agreement shall survive for outstanding Affiliate Agreements entered into by the parties prior to the expiration of this Agreement, and such Affiliate Agreements shall continue to be subject to this Agreement, until such Affiliate Agreements expire or are terminated in accordance with its terms or this Agreement with respect thereto.
- (f) The following Sections of this Agreement shall survive any termination or expiration of any or all Affiliate Agreements and termination or expiration of this Agreement: Section 2(f), Sections 9-14, Sections 16 and 17 and Sections 22-29

#### 3. SERVICES

- (a) The performance of the Services and the design, construction, quantity, quality, delivery date and description of any deliverables related to the Services shall be in accordance with the applicable Affiliate Agreement (including, without limitation, the Service Level Requirements attached thereto and the applicable Work Order(s)) (collectively, to the extent included in such Affiliate Agreement as may be amended from time to time in accordance with this Agreement, the "Ordered Specifications") and in accordance with all current design, construction and quality specifications, and any other descriptions, that were provided by Seller to Buyer prior to the time the Affiliate Agreement was issued (collectively, including the Ordered Specifications, the "Design Requirements").
- (b) Seller shall be entitled to introduce changes to the Design Requirements of the Services provided that:
  - i. any such changes do not adversely affect quality, price, function (including without limitation performance, interchangeability and interface where applicable), delivery, reliability, durability, safety, maintenance of the Services; and
  - ii. Seller keeps Buyer informed of and obtains the written approval from Buyer for all such changes prior to implementing any such changes.
- (c) Notwithstanding subsection (b) above, Buyer shall have the right, in its sole discretion, to reject any changes proposed by Seller and insist on performance of the Services in accordance with the Design Requirements in effect at such time.
- (d) Buyer shall be entitled to change any aspect of the Design Requirements in a Work Order at any time by providing written notice of such changes to Seller prior to performance by Seller of the Services in such Work Order. If any such changes are rejected by Seller, Buyer shall have the option to revert to the Design Requirements in effect at such time or seek any changes that are mutually acceptable to both parties.
- (e) Seller shall prepare a change order for any changes to the Design Requirements pursuant to the above sections and shall send to Buyer such change order for written approval by Buyer prior to Seller implementing any such changes. Such change order shall set forth in detail the effect (if any) of the changes on the Services with respect to the following, as applicable:

i. price

ii. function (including without limitation performance, interchangeability and interface); iii. scheduled performance/delivery;

iv. quality.

#### 4. PRICE, SERVICE LEVELS, AND PAYMENT

- (a) Unless Seller and Buyer mutually agree otherwise in the Affiliate Agreement, pricing for Services for each Affiliate Agreement shall be in accordance with Exhibit C attached to this Agreement for the duration of this Agreement.
- (b) Seller shall not issue any invoices before the Services are performed for Buyer. Unless Buyer otherwise informs Seller, Seller shall issue a separate invoice for each project completed by Seller. Seller shall include on all invoices the description of Services to which the invoice relates and the correct price. Seller will use its best efforts to provide Buyer with invoices in an electronic manner as instructed by Buyer. Buyer shall pay all undisputed invoices within 45 days after receipt of such invoices.
- (c) Except for charges expressly set forth in a Affiliate Agreement and Exhibit C, Buyer shall not be responsible for any (i) other charges, including charges for delivery, parts or services and (ii) expenses of Seller or any markups on any expenses of Seller.
- (d) Any provision for performance of Services or payment by Buyer in installments shall not be construed as making the obligations of Seller severable. Other than as a result of a breach by Buyer, in the event that Seller does not fulfill all its obligations set forth in a Affiliate Agreement for any reason, including discontinuation of Seller's business for any reason, Seller shall promptly return all amounts paid to Seller in connection with such Affiliate Agreement. In such event, Buyer also

reserves the right to cancel the Affiliate Agreement and seek any other remedy in accordance with applicable law.

#### 5. DELIVERY

- (a) Seller shall perform all Services strictly in accordance with the applicable Affiliate Agreement. Except as otherwise set forth in an Affiliate Agreement and Exhibit C, delivery of all deliverables related to the Services shall be F.O.B. Buyer's location and the pricing of the Services include all amounts for any delivery charges thereto. Seller shall provide a packing list to Buyer for all shipments.
- (b) Seller shall securely pack all deliverables related to the Services in a manner suitable for shipment and sufficient to enable the deliverables to withstand the effects of shipping, including handling during loading and unloading.
- (c) Unless otherwise agreed by both parties, Seller shall provide Buyer with weekly informal written or oral progress reports concerning the schedule for the Services ordered by Buyer. Seller shall immediately notify Buyer any change that may affect any delivery date set forth in the Affiliate Agreement, including reasons for, and the estimated duration of, any delay.
- (d) Time is of the essence for each Affiliate Agreement. If requested by Buyer, Seller shall ship any delayed deliverables related to the Services by means to avoid or minimize delay to the maximum extent possible, including rerouting any shipment if appropriate and the use of a dedicated motor carrier or air freight, and any added costs shall be borne by Seller.
- (e) Notwithstanding the foregoing, if Seller has not delivered Services as set forth in the applicable Affiliate Agreement (other than as a result of any action taken by Buyer or a Force Majeure Event), Buyer shall be permitted to terminate the applicable Affiliate Agreement and/or seek other remedies as may be available in accordance with applicable law. Buyer reserves the right to return early deliveries or excess or short shipments at Seller's expense.

#### 6. ACCEPTANCE

If any Services or related deliverables do not meet any Design Requirements, Buyer may reject the Services and/or deliverables, Seller shall return to Buyer all amounts paid by Buyer pursuant to such Affiliate Agreement and Buyer may seek any remedy that may be available in accordance with this Agreement and applicable law.

#### 7. BUYER'S PREMISES

- (a) If Seller needs access to Buyer's premises, Seller shall give Buyer reasonable prior written notice. While on Buyer's premises at any time, Seller shall comply with all rules and regulations of such Buyer and those applicable to such Buyer's premises. Seller shall be responsible for its employees and agents while on Buyer's premises whether or not any actions fall outside the scope and course of employment or engagement by Seller. Seller shall ensure that its employees and agents proceed directly to the site of the work and do not enter any other part of Buyer's premises.
- (b) Seller agrees that Buyer may search Seller's employees and agents and their vehicles while on, leaving or entering Buyer's premises. Buyer may also search any toolboxes or other packages of Seller's employees and agents at any time while on, leaving or entering Buyer's premises.

#### 8. SELLER'S PERSONNEL

Buyer reserves the right to reject for any lawful reason whatsoever any of Seller's personnel assigned by Seller to work on Buyer's account in connection with this Agreement or any Affiliate Agreement. Seller shall as soon as possible thereafter provide a replacement satisfactory to Buyer. Seller shall not, however, leave the position without acceptable staffing during the replacement assessment period.

## 9. WARRANTIES

- (a) Seller represents and warrants the following:
- (i)-The Services and all deliverables related thereto shall conform to this Agreement and the applicable Affiliate Agreement, including the Design Requirements, and any applicable industry standards and practices
- (ii) Seller shall have no responsibility for any text and copy that are part of the Services provided by Seller under any Work Order ("Text and Copy"), provided that Seller submits a digital copy, digital proof, press proof or other press sheet (the "Proof") containing Text and Copy to Buyer for Buyer's approval, and Text and Copy in its production form conforms to the

Proof as it has been approved by Buyer. Buyer shall be responsible for reviewing each Proof submitted to it by Seller and clearly communicating to Seller in writing Buyer's approval or disapproval of the Proof and any changes Buyer requires to the Proof before any further action regarding the Proof, such as a press run or other further process involving the Proof. Seller shall also have no responsibility for Text and Copy if Buyer fails to approve or disapprove any submitted Proof within the time period agreed by Buyer and Seller, or if Buyer instructs Seller to proceed without Buyer's review and approval of a Proof for any reason, including but not limited to timing issues.

- (iii) Compliance with any and all applicable federal, state and local laws, rules and regulations (including but not limited to the Department of Transportation, the Federal Trade Commission, the Food and Drug Cosmetic Act, the Fair Packaging and Labeling Act) related to Buyer's products and packaging is the sole responsibility of Buyer, and Seller shall have no liability whatsoever in connection therewith.
- (iv) Seller, the Services and deliverables and the use thereof by Buyer shall not infringe on any party's intellectual property rights, including any party's confidential information, trade secrets, copyrights or patents;
- (v) Seller shall comply with, and the Services and deliverables shall be in compliance with, all present and future federal, state and municipal statutes, laws, ordinances and regulations, including those relating to the environment, occupational safety and health administration (OSHA), labor standards, United States Food and Drug Administration (the "FDA") (including compliance with good manufacturing practices), International Standards Organization Rules 9,000 et seq. and any permits, licenses and certifications Seller is required to have;
- (vi) Seller shall comply with JJSI's policy of Employment of Young People attached to this Agreement as Exhibit D; and
- (vii) Seller has not been debarred by the FDA, nor have debarment proceedings against Seller been commenced. Seller agrees to immediately notify Buyer if any such proceedings commence or if Seller is debarred by the FDA.
- (b) All third party warranties and representations obtained by or applicable to Seller in connection with the Services are hereby deemed provided, in addition, for the benefit of Buyer, its affiliates and their users and customers in connection with the Services. Nothing in this clause shall be construed as limiting in any way Seller's other warranties.
- (c) Seller will use its best efforts to respond to any warranty issues in a timely fashion to meet Buyer's needs.
- (d) Seller's warranties are equally applicable to any replaced or repaired deliverables or part thereof.
- (e) The warranties contained herein shall survive any inspection, acceptance and payment by Buyer and shall survive any termination or expiration of this Agreement and any or all Affiliate Agreements.

THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. Buyer's sole and exclusive remedy for any breach of such warranties relating to any non-conforming Product is to have Seller correct and replace the Product, if Seller is unable to correct and replace the Product, Seller shall refund to Buyer the fees paid by Buyer to Seller for the non-conforming Product.

# 10. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY RIGHTS

- (a) As used herein, "Confidential Information" shall include all information given to Seller by Buyer or any of its affiliates, or otherwise acquired by Seller, relating to Buyer or its business or any of Buyer's affiliates or their businesses, including (i) information regarding any of the products of Buyer or any of its Affiliates, the design or manufacture of such products or the packaging thereof, (ii) information regarding advertising, distribution, marketing or strategic plans, (iii) information regarding costs, productivity or technological advances and (iv) this Agreement, any Affiliate Agreement and the Ordered Specifications and any other information in connection therewith.
- (b) Notwithstanding the foregoing, "Confidential Information" does not include the following information:
  - i. information that is or was independently developed by Seller without use of the Confidential Information;
  - ii. information that is or was received from a third party that did not have, to Seller's knowledge, any confidentiality or other similar obligation to Buyer or its affiliates with respect to such information; or
  - iii. information that becomes or was a part of the public domain.

- (c) Seller shall not (i) use the Confidential Information for any purpose other than in connection with this Agreement and the applicable Affiliate Agreement, (ii) reproduce the Confidential Information for any purpose other than to the extent necessary in connection with this Agreement and the applicable Affiliate Agreement or (iii) disclose the Confidential Information to any third party, including any affiliates, without the prior written approval of Buyer. Notwithstanding the foregoing, Seller may disclose Confidential Information to the extent required by laws or regulations or as ordered by a court or regulatory body having competent jurisdiction; provided Seller promptly provides notice of such requirement to Buyer prior to any disclosure to allow Buyer to seek a protective order or similar relief in Buyer's sole and absolute discretion.
- (d) Seller shall (i) use at least the same degree of care that Seller uses to protect its own proprietary information of a similar nature, but no less than reasonable care, to protect and maintain the Confidential Information, (ii) restrict disclosure of the Confidential Information to its employees who have a need to know such information in connection with this Agreement and shall advise such employees of the confidentiality of such information, (iii) return or destroy, as requested by Buyer, all
- (e) No right, title, interest or license to Seller is either granted or implied under any trademark, patent, copyright or any other intellectual property right by the disclosure of the Confidential Information hereunder. Seller acknowledges that Buyer is the exclusive owner of and has all rights to the Confidential Information, including all intellectual property rights therein, such as patents, copyrights, trade secrets, trademarks, moral rights, and similar rights of any type under the laws of any governmental authority (collectively, "Intellectual Property Rights").
- (f) All preexisting technology and know-how possessed by Seller as of the date hereof and any specifications, ideas, concepts, inventions, techniques, data, designs and information, whether or not protected by patents, of Seller as of the date hereof shall remain the property of Seller. In addition, and notwithstanding anything to the contrary in this agreement, Buyer acknowledges that all of the following shall remain the exclusive intellectual property of Seller: business and/or technical information relating to Schawk digital color imaging products and technology including hardware, software, and media, ideas, concepts, methods, techniques, processes and skills, and adaptations thereof in conducting Schawk's business and also relating to Schawk's PaRTS systems, Bluc<sup>TM</sup>systems and related services, software, and/or technology and future development of all such products and technology whether any of the foregoing information is disclosed orally, visually, or recorded, written, or in any other medium of expression ("Seller Proprietary Information"); provided however, Seller grants Buyer a nonexclusive, perpetual, royalty free, transferable right to such Seller Proprietary Information only to the extent required by Buyer for the Services and all related deliverables provided however, Seller grants Buyer a nonexclusive, perpetual, royalty free, deliverables (the foregoing shall not apply to Schawk software which is available to Buyer quly through separate license agreement). Any drawings Seller provides to Buyer shall not affect Seller's rights in Seller Proprietary Information, which
- (g) Subject to subsection (f) above, Buyer will be the exclusive owner of all deliverables created by Seller in connection with the performance of the Work Order, any improvements or works based on or derived from such deliverables ("Derivatives"), and any ideas, concepts, inventions, techniques, data, designs, information and technology, whether or not protected by patents, that Seller may conceive or first reduce to practice in connection with the performance of the Work Order ("Deliverable Concepts") and all Intellectual Property Rights however conceived, generated, made, or reduced to practice, as the case may be, by Seller, either alone or jointly with others, which arise out of or relate to this Agreement or any Product developed or Work Order issued hereunder (the deliverables, Derivatives, Deliverable Concepts and the Intellectual Property Rights with respect thereto are collectively referred to as, "Buyer Materials"). Buyer's Materials do not include Seller's Proprietary Information.
- (h) All copyrightable Buyer Materials created by Seller and formally submitted to Buyer for Buyer's exclusive use in connection with or during the performance of the Work Order shall be considered a "work made for hire" for Buyer to the fullest extent permitted by law. Buyer shall be considered the author of the Buyer Materials for purposes of copyright and all worldwide right, title and interest therein, shall be the property of Buyer as the party specially commissioning said work.
- (i) To the extent that the Buyer does not acquire or retain ownership of any copyrights as a work made for hire in accordance with the foregoing, and with respect to all other Intellectual Property Rights, Seller assigns to Buyer all right, title and interest in and to the Buyer Materials, including the worldwide copyrights and patents, any applicable extensions and renewals thereof, and further including all rights to reproduce such work, to prepare derivative works, to distribute copies of the work and to perform and/or display the work without royalty or any other consideration. To the extent such assignment of rights and ownership is invalid or any of the foregoing rights, including so called "moral rights" or rights of "droit moral," may be inalienable, Seller waives and agrees not to exercise such rights, and if such waiver and agreement are deemed invalid, Seller hereby grants to Buyer and its designees the exclusive, transferable, perpetual, irrevocable, worldwide and royalty free right to make, use, market, modify, distribute, transmit, copy, sell, practice, and offer for sale and import the Buyer Materials and any process, technology, software, article, equipment, system, unit, product or component part covered by the Deliverable Concepts or a claim of any patent in any part of the Deliverable Concepts. At Buyer's request, Seller will execute any instrument, or obtain the execution of any instrument, including from any employee or contractor, that may be appropriate, and shall provide Buyer all design drawings, source code and other documents detailing the design and operation of the

Services and Buyer Materials, in whatever format Buyer may reasonably require, to assign the rights to Buyer in accordance with this section or perfect such rights in Buyer's name. Seller shall assist Buyer, at Buyer's expense and as Buyer may request, in any proceeding or litigation involving the Buyer Materials.

- (j) Upon Buyer's request at any time, Seller shall provide to Buyer all material, drawings, data and work in progress in connection with the Buyer Materials. Except as set forth in this Agreement to supply the Services to Buyer, Seller shall not use the Buyer Materials in any manner or for any reason during or after the term of this Agreement.
- (k) Without limiting the foregoing, Seller agrees that neither Seller nor any of its affiliates shall sell or distribute, or authorize the sale or distribution by any third party of, any goods using Buyer Materials or any Confidential Information, including the Design Requirements to any party other than Buyer.
- (I) This Section shall survive any termination or expiration of this Agreement and any or all Affiliate Agreements.

# 11. INDEMNIFICATION

# (a) Material Furnished to Buyer by Seller

Seller agrees to assume sole legal responsibility for, and to hold harmless Buyer from any liability, expense, and damage claims (including attorneys' fees) asserted against Buyer resulting from claims of copyright infringement, violations of personal rights of privacy, misappropriation of ideas or rights, and literary piracy or plagiarism, excepting (i) claims for which Seller is indemnified pursuant to Section 11 (b) and (ii) claims arising from matters with respect to which Seller has advised Buyer in writing (or via electronic mail) of the legal risks involved and Buyer, by its specific written approval (or via electronic mail), has assumed the risks thereof.

Buyer agrees to give Seller prompt notice of such claims and to permit Seller to control the defense or settlement thereof. However, Buyer reserves the right to participate in the defense of any such claim through its own counsel and at its own expense.

## (b) Material Furnished to Seller by Buyer

Buyer agrees to assume sole legal responsibility for, and to similarly indemnify and hold harmless Seller with respect to, any advertising or promotion materials, or commercial data or material, including product claims, furnished to Seller by Buyer, as a result of which claims of copyright infringement, violations of personal rights of privacy, misappropriation of ideas or rights, and literary piracy or plagiarism, or suits involving deceptive advertising, unfair competition or product disparagement which may be made against Seller. Buyer further agrees to indemnify and hold Seller harmless with respect to claims which are from the use or consumption of Buyer's products in market testing or general public usage.

- (c) This Section shall survive any termination or expiration of this Agreement and any or all Affiliate Agreements.
- 12. INSURANCE Seller agrees to maintain in full force and effect during the term of this Agreement and any Affiliate Agreement valid and collectible insurance policies in connection with its activities as contemplated hereby; which policies shall be in compliance with Exhibit E attached to this Agreement.

# 13. GOVERNING LAW; DISPUTE RESOLUTION

All claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof shall be decided by arbitration to be held in New Brunswick, NJ, in accordance with the Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the Arbitrator shall be final and judgment may be entered thereon in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand for arbitration shall be made within two (2) years after the claim, dispute or other matter in question arises.

### 14. LIMIT OF LIABILITY

Except in connection with claims subject to indemnification pursuant to Section 11(a) or Section 11(b) and for breaches of Section 10 of the Agreement, for which liability shall not be limited, in no event will Seller's aggregate liability for all claims arising in connection with this Agreement exceed the total fees actually paid by Buyer to Seller pursuant to this Agreement during the six month period immediately preceding the date such claim arose. Under no circumstances shall either Buyer or Seller be liable to the other for any indirect, consequential, punitive, exemplary, or incidental damages (including without limitation lost sales or profits, interruption in the use or availability of data, or loss of goodwill) in connection with this

Agreement, even if it has been advised of the possibility of such damages.

#### 15. FORCE MAJEURE

If any party is prevented from performing any of its obligations hereunder due to any cause which is beyond the nonperforming party's reasonable control, including fire, explosion, flood, or other acts of God; acts, regulations, or laws of any government; war, terrorist acts or civil commotion; strike, lockout or labor disturbances; or failure of public utilities or common carriers (a "Force Majeure Event"), such nonperforming party shall not be liable for breach of this Agreement or the affected Affiliate Agreement to the extent due to such Force Majeure Event. Such nonperformance will be excused for three months or as long as such event shall be continuing (whichever occurs sooner), provided that the nonperforming party gives immediate written notice to the other party (the "NonForce Majeure Party") of the Force Majeure Event and that such nonperforming party exercises all reasonable efforts to eliminate the Force Majeure Event to resume performance of its affected obligations as soon as practicable. If the Force Majeure event continues for more than three months, the NonForce Majeure Party may terminate the affected Affiliate Agreement by written notice to the nonperforming party.

#### 16. RELATIONSHIP OF THE PARTIES

- (a) The relationship of the parties established by this Agreement is that of independent contractors, and nothing contained herein shall be construed to (i) give either party any right or authority to create or assume any obligation of any kind on behalf of the other or (ii) constitute the parties as partners, joint ventures, coowners or otherwise as participants in a joint or common undertaking.
- (b) Both parties agrees that each Buyer acts on its own behalf only and that no Buyer shall be liable for any of its affiliates, including any other Buyer, under any circumstances.
- 17. PUBLICITY In no event shall either party use the other party's name, trademarks or logos, or any names, trademarks or logos of any affiliate of the other party, for any purpose. Without limiting the foregoing, neither party shall originate any publicity, news release, or other announcement, written or oral, whether to the public press, the trade, any of the other party's customers, suppliers or otherwise, relating to this Agreement or any Affiliate Agreement, or to the existence of an arrangement between the parties without the prior written approval of the other party.

# 18. MOST FAVORED CUSTOMER; BENCHMARKING

- (a) Seller warrants and represents that all terms, including prices, charges, benefits and warranties, in this Agreement and any Affiliate Agreement are at least as or more favorable than any terms that Seller has offered to any other person or entity, including any affiliates of Buyer, for products and services offering substantially the same as the types of Services and Services offered in this Agreement. If at any time during this Agreement or any Affiliate Agreement Seller shall contract with any other person or entity, including any affiliates of Buyer, for terms more favorable, Seller shall promptly notify JJSI of such more favorable terms, and if such more favorable terms were offered by Seller to another person or entity other than any affiliate of Buyer or Seller fails to notify JJSI in any event, JJSI and every affiliate of it shall immediately receive the benefit of the more favorable terms for the remainder of this Agreement, including any renewals thereof, as well as retroactively to the effective date such more favorable terms were offered by Seller. Upon JJSI's request, Seller shall advise JJSI in writing, executed by an officer of Seller, that this Section has not been contradicted by any transaction entered into by Seller since the later of (i) the date of this Agreement or (ii) the date of the most recent notice provided by Seller pursuant to this Section.
- (b) Seller agrees that JJSI and any Buyer have the right to benchmark any or all portions of the Services during this Agreement, whether formally or informally, at the expense of JJSI and/or Buyer.

## 19. SUBCONTRACTORS

Pursuant to Public Law 95507, the provision at 48 Code of Federal Regulations 52.2199 ("Utilization of Small Business Concerns") is incorporated into any Affiliate Agreement in excess of \$500,000. This clause is aimed at maximizing opportunities for small, disadvantaged and women owned businesses where appropriate and is intended for suppliers who offer further subcontracting opportunities. When these conditions exist, Seller agrees to use its best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with its efficient performance of the such Affiliate Agreement. Notwithstanding the foregoing, Seller shall not subcontract any of its obligations hereunder or any Affiliate Agreement without the prior written consent of Buyer.

20. ASSIGNMENT Neither party may assign this Agreement or any Affiliate Agreement without the prior written consent of the other party and any attempt to do so shall be void. Subject to the foregoing sentence, this Agreement shall bind and inure

to the benefit of the parties hereto and their respective successors and permitted assigns.

#### 21. SALE OF AFFILIATE

This Agreement and any outstanding Affiliate Agreement shall not be affected if a Buyer ceases be an affiliate of JJSI for any reason. If any party that is an affiliate of JJSI at any time during this Agreement ceases to be an affiliate of JJSI, such party shall be entitled to this Agreement's benefits for a period of twelve months after such party ceased being an affiliate of JJSI.

#### 22. AUDIT

During the term of this Agreement and any outstanding Affiliate Agreement, and for the later of a period of (1) year following any termination or expiration of this Agreement and any or all Affiliate Agreements or resolution of any disputes hereunder, Seller agrees to make, keep and maintain, in accordance with generally accepted accounting principles and practices, consistently applied from year to year. invoices, records of payments, correspondence, instructions, specifications, plans, drawings, receipts, manuals, contracts, purchase orders. memoranda and other records relating to the contract, including the Services and/or goods provided hereunder. Buyer shall have the right to audit and/or examine billing records related to the billing of Buyer, either directly or through its authorized representative or agents, during regular business hours and upon reasonable prior notice. If any audit or examination reveals that Seller collected more from Buyer than it was entitled to collect under any Affiliate Agreement, Seller shall promptly reimburse such Buyer for the amount of any overcharges. Seller shall also pay Buyer interest at the rate of one percent (1%) per month on such amount, but in no event to exceed the highest lawful rate of interest, calculated from the date the amount was paid to the Seller until the date of actual reimbursement to Buyer. In the event that any such audit or examination reveals that Seller collected more than five percent (5%) than what it was entitled to collect under any Affiliate Agreement, Seller shall also reimburse Buyer for the cost of such audit in addition to the other

#### 23. HEADINGS

The headings used herein have been inserted for convenience only and shall not affect the interpretation of this Agreement.

#### 24. WAIVER

The failure of either party to enforce at any time for any period any provision hereof shall not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

## 25. SEVERABILITY

Any term or provision of this Agreement or a Affiliate Agreement which is invalid or unenforceable in any jurisdiction shall, to the extent the economic benefits conferred by such to both parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions or affecting the validity or enforceability of any of such terms or provisions in any other jurisdiction.

## 26. THIRD PARTY BENEFICIARIES

Seller agrees that all affiliates of JJSI are third party beneficiaries of this Agreement and shall be entitled to its the benefits. Subject to the foregoing, this Agreement and any Affiliate Agreement are intended solely for the benefit of the parties hereto and the parties subject to the applicable Affiliate Agreement and their respective successors and permitted assigns, and it is not the intention of the parties to confer third party beneficiary rights upon any other party.

#### 27. NOTICES

To be effective, all notices and other communications hereunder shall be in writing and delivered personally or mailed by overnight U.S. mail, postage prepaid, or by certified or registered U.S. mail, return receipt requested, postage prepaid, or sent by Federal Express or another nationally recognized courier service (billed to sender), to the parties at the following addresses:

If to Seller:

Schawk USA Inc.

Attn: Executive Vice President

1695 River Road Des Plaines, IL 60018

With Copy To:

Schawk USA Inc.

Attn: Legal Department

1695 River Road

Des Plaines, IL 60018

If to JJSI or a Buyer:

Johnson & Johnson Services, Inc. Attn: Andrew J. Mowery 199 Grandview Road Skillman, NJ 08558

with a copy to the applicable Buyer at the address set forth in the applicable Affiliate Agreement,

or to such other place as a party may designate by written notice to the other.

# 28. ENTIRE AGREEMENT; AMENDMENT; CONFLICTS

- (a) It is the mutual desire and intent of the parties to provide certainty as to their respective future rights and remedies against each other by defining the extent of their mutual undertakings as provided herein. Accordingly, this Agreement (i) supersedes all previous understandings, agreements and representations between the parties, written or oral and (ii) constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and incorporates all representations, warranties, covenants, commitments and understandings on which they have relied in entering into this Agreement, and, except as provided for herein, neither party makes any covenant or other commitment concerning its future action nor does either party make any promises, representations, conditions, provisions or terms related thereto.
- (b) No modification, change or amendment to this Agreement shall be effective unless in writing signed by each of the parties. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement shall be effective unless expressly stated otherwise in a writing signed by each of the parties. Any additional term(s) in accordance with the foregoing, including any terms in an Affiliate Agreement, shall expressly be subject to each term of this Agreement, and to the extent of any conflict or inconsistency between this Agreement and such term, the terms of this Agreement shall govern, unless such writing includes the section number(s) of this Agreement that the parties agree no longer governs for the matter(s) covered thereby.

## 29. MISCELLANEOUS

- (a) Any provisions, representations or agreements required by law to be included in this Agreement are hereby incorporated by reference, including those prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin, or physical or mental handicap and those providing for the employment of disabled veterans and veterans of the Vietnam era.
- (b) Subject to Sections 13 and 14, any remedies provided herein are cumulative and not exclusive of any remedies provided by

law or equity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Johnson & Johnson Services, Inc.

Name: Andrew / Mowery
Title: VP Packaging / Category Leader

Date: 6/2/2008

Schawk USA Inc.

By:\_ Name:

Title: Date:

V.D. + CENEDAL

6-18-2008

#### EXHIBIT A

# AFFILIATES OF JOHNSON & JOHNSON SERVICES, INC. (PARTIAL LIST)

Advanced Sterilization Products

**ALZA** Corporation

BabyCenter, L.L.C.

Biosense Webster, Inc.

Centocor, Inc.

Codman & Shurtleff, Inc.

Cordis Corporation

DePuy, Inc.

DePuy Orthopaedics, Inc.

DePuy Spine, Inc.

Diabetes Diagnostics, Inc.

Egea Biosciences, Inc.

eJNJ, L.L.C.

Ethicon, INC.

Ethicon EndoSurgery, Inc.

Gynecare

Independence Technology, L.L.C.

Janssen Pharmaceutica Products, L.P.

Johnson & Johnson Consumer Companies, Inc.

Johnson & Johnson Development Corporation

Johnson & Johnson Gateway, L.L.C.

Johnson & Johnson Health Care Systems Inc.

Johnson & Johnson Medical

Johnson & Johnson • Merck Consumer Pharmaceuticals Co.

Johnson & Johnson Pediatric Institute, L.L.C.

Johnson & Johnson Pharmaceutical Research & Development, L.L.C.

Johnson & Johnson Sales and Logistics Company

Johnson & Johnson Vision Care, Inc.

LifeScan, Inc.

McNEILPPC, Inc.

Neutrogena Corporation

Noramco, Inc.

Noramco of Delaware, Inc.

OraPharma, Inc.

Ortho Biotech Products, L.P.

OrthoClinical Diagnostics, Inc.

OrthoMcNeil Pharmaceutical, Inc.

Personal Products Company

Scios Inc.

Spectacle Lens Group of Johnson & Johnson Vision Care, Inc.

Splenda, Inc.

THERAKOS, Inc.

Other affiliates of JJSI can be found at the following website: http://www.jnj.com/our\_company/family\_of\_companies/index.htm

# EXHIBIT B FORM OF AFFILIATE AGREEMENT

# AFFILIATE AGREEMENT

This Affiliate Agreement dated as of June 10, 2008 (this "Affiliate Agreement") between

Johnson & Johnson Consumer Products Company Division of Johnson & Johnson Consumer Companies, Inc. Johnson & Johnson Healthcare Products Division of McNEIL-PPC, Inc,

("Affiliate"), and Schawk USA Inc., a Delaware corporation with offices at 1695 River Road, Des Plaines, IL 60018 ("Seller"), relates to that certain Master Agreement made as of the 1st day of January, 2008 by and between Johnson and Johnson Services, Inc. and Seller (the "Agreement"). All terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

In furtherance of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

 All services and/or deliverables (collectively, "Services") provided by Seller to Affiliate shall be subject to and in accordance with the terms of the Agreement while the Agreement is in full force and effect except as set forth below;

# [list exceptions or attach separate agreement]

 Other than set forth in Section 1 above, Seller shall include the following reference on all work orders, statements of work, estimates and any other similar documents for Services provided by Seller to Affiliate:

"The Services set forth herein shall be subject to, and are provided in accordance with, the Master Services Agreement between Johnson & Johnson Services, Inc. and Schawk USA Inc. dated as of January, 2008.

- 3. To the extent Affiliate or Seller discovers at any time that any Services provided by Seller, other than as set forth above, did not reflect the pricing or other terms set forth in the Agreement, Affiliate and Seller shall cooperate with each other and promptly take all necessary actions to apply the terms set forth in the Agreement to such Services, including reimbursements of any amounts that may be due.
- 4. All of the terms and conditions of the Agreement, to the extent not expressly modified herein, are hereby incorporated into the terms and conditions of this Affiliate Agreement by this reference as if set out in full herein. This Affiliate Agreement shall be governed by and shall be construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives.

こっいいらしょ

Schawk USA Inc

Title: \_

Date:

Affiliate: Johnson & Johnson Consumer Products
Company Division of Johnson & Johnson Consumer
Companies, Inc.

Johnson & Johnson Healthcare Products Division of McNEIL-PPC, Inc

y: Michael Maggio

- Hender Bluggio

VP Global Strategic Design Operations

Title;

Date: June // 2000

けってい

# PRODUCT CATEGORIES

# Consumer Health Care Global Business Unit

## Oral Health

Reach Listerine Rembrandt Plax

Efferdent

# Wound Care

Band Aid
Neosporin
Cortaid
Polysporin
Purell
Caladryl
Bengay
Tucks

# Women's Health

Monistat KY Compeed Savlon Ortho Options Rogaine Visine EPT

# SERVICE LEVEL REQUIREMENTS

The following are the "Requirements" that must be met in order to provide Buyer the level of service necessary to support their business plan. The "Services" that Seller will provide to meet these "Requirements" are noted below. The "Requirements" are divided into three major areas:

# **Local Requirements**

The Seller must provide support to the Buyer's CHC Business as it relates to the Skillman, Morris Plains and NYC Locations. The goal is to effectively manage graphic projects from conception to successful production.

The Seller must keep current with all business practices related to Pre Press and be able to effectively run the Buyers business unit. This is up to and including equipment, staff and technology.

# Corporate Requirements

To provide overall support and insure the contents of the contract are being met. This requirement must consist of:

- Management representation in place to ensure requirements are established and maintained.
- Ensure proper resources are maintained, evaluated and developed to meet the Buyers current requirements and continuous improvement programs.
- Sales and services support to insure that the graphics and prepress process is consistently executed, and that issues requiring corrective action are brought to the attention of management.
- Systems overview and management to insure that the most cost effective speed to market methodology is being allocated to the buyer.
- New technologies, processes and materials are brought to the attention of the Buyer.
- Ensure technology, process, quality and cost improvement initiatives are on track.
- · Alerts the Buyer of any changes within Seller that can or may affect service.

### **SERVICES**

The following categories make up the services that Seller will provide Buyer in order to meet the specifications for the design, planning and execution of Services.

#### Graphic/Account Services

This will consist primarily of a Seller's Technical Graphics Coordinator, who will coordinate with the Skillman, MOPS, NYC complex executing the requirements. The specific services to be provided are:

- Manage projects from receipt of artwork through to release to Buyers Print Vendor or choice.
- When directed by design production manager, attend pre-production meetings with project manager, design agency and printer to provide expert advise on artwork development, preproduction and printing.
- Ensures appropriate representation from Seller on projects.
- · Establish costs and timelines for facilitating multiple jobs.
- Reviews proofs against the approved Buyers Design/Regulatory Approved Artwork
- Send available materials (transparencies, files, etc) to the appropriate printers or Seller plant as required.
- Responsible for maintaining job-tracking system, including measurements of performance attributes.
- Communicate with project team and Design Production Managers on all issues involved in the execution of projects.

In addition, the Seller will also provide the following:

- Digital Proofer Capable of use for copy review, color break, and other mechanical review processes.
- Personal Computer Capable of handling the preflighting of files, communications and data transfer.

#### Plant Services

This will consist of the multitude of services that will be performed by the Seller's manufacturing plants. The services to be provided as required and priced according to Exhibit C:

## Customer Service

- Customer Service Representative to input into the electronic order entry system (Schawklink) all information necessary for the plant to properly execute Buyer's projects. This information includes, but is not restricted to specifications, marks information, trap specifications, color rotation, color specifications, delivery data, output requirements (color keys, cromalins, digital proofs, final films or files, etc.) printer requirements, etc.
- Preflighting of all digital files.
- · Coordinate with printers to get technical requirements
- Provide Feedback to Production Manager on condition of files received from Global Design or other suppliers if not properly formatted and their impact on delivery or cost performance.

# Preproduction

- All production activities including, but not limited to, those individual services noted in Exhibit C necessary to execute the electronic production, proofing and quality of Buyer's projects.
- Output on Buyer's project consisting of film, electronic files or image carriers per the specifications required for the selected printer, and per the pricing and specifications noted in Exhibit C.

#### **Technical Support**

· Work with Design Production Managers to establish print requirements (color targets, materials, print technology)

- Seller will conduct review meetings (in person or via teleconference) with the selected printer, when necessary.
- Seller will relay any printer concerns regarding press reproduction to the Design Production Manager and guide the team to insure the integrity of the design is maintained.

#### Corporate Services

This will consist of the support services provided by the Seller's Plants, Corporate Administration, Technical Sales/Services and the Seller's Business Unit Manager assigned to the Buyer. The support provided by these groups is as follows:

- Corporate Administrative Services will insure that the invoicing and account administrative services are provided in a timely and accurate manner. The Corporate Administrative Services will maintain the appropriate accounting, accounts receivable, and payment schedules and records related to Buyer's project activity. The Seller's pricing department will insure that the proper charges are applied to all invoicing consistent with Exhibit C.
- Monitor, track and report quality, technology, process and cost improvement initiatives monthly.
- The Seller's Business Unit Manager assigned to the Buyer is to insure that the systems deployed against the Buyer's account are sufficient to meet the Buyer's requirements. This includes confirmation of adequate production personnel and resources to meet the timelines needed on all Buyer projects and to provide plant services.
- The Seller's General Managers will confirm that their plants' processes are consistent, providing a quality product, as well as providing corrective action in the instance of an error.

# ADDITIONAL SELLER OBLIGATIONS

The following are additional services to be provided to Buyer in consideration of the payments made by.

- The Seller's Business Unit Manager is to provide a written report and presentation to the Buyer's Management on the following:
  - 1. Status of continuous improvement initiatives (Annual, 1QTR).
  - 2. New Technology and its potential impact on quality, cost and/or speed to market reductions (Annual 1QTR).
  - 3. Major accomplishments in streamlining or process revisions to the Buyer's workflow (Annual 1QTR).
  - 4. Industry trends (ie: processes, materials, sourcing, resources competitive activity, etc.) (Annual 1QTR).
  - 5. KPI report QTRLY.

#### Requirements

The following are the additional requirements that must be met in order to provide Buyer the level of service necessary to support their business plan.

# Services

The following categories make up the services that Seller will provide Buyer in order to meet the requirements.

#### **Account Services**

This will consist of the Seller's Graphic Designers. The specific services to be provided are:

Executing design/revision requirements in a timely and efficient manner.

- Providing estimates when required, tracking and reporting costs to the appropriate CG Manager. Alerting the CG Manager when costs will exceed estimate.
- Managing the project from conception through to final marketing approval of creative. Reviewing with the appropriate Design Production Manager throughout the process.
- Working with Design Production Manager, Package Engineering and Tech Services to ensure all technical requirements are met i.e. Dielines, print process.
- Providing proper PDF files consistent with the J&J format for implementation into GSS.
- Providing D2L system with revised/new copy cleared packaging artwork in a timely manner for upload.
- Providing all artwork consistent with J&J guidelines and procedures.

#### Preproduction

- When directed, participation in preproduction meetings with the Design Production Manager, Printer, Design Agency and Marketing prior to final artwork development. Providing guidance on production and printability issues and timing.
- Communicate with Design Production Managers, Design Agencies, Project Managers, Marketing, printers and Sellers suppliers on all issues involved in the execution of projects.
- Reviews and approves/rejects, proofs, color keys after receipt: from Seller's plants and reviews with Design Production Managers.
- Work with Design Production Managers to establish priorities and timelines to facilitate workflow and ensure all timelines are met.
- Maintain job-tracking system, including measurements of performance attributes.
- Provide monthly report to Director, Design Production Managers containing measurements on job tracking system, feedback on the quality of files received, opportunities for improvement on both Buyer and Seller's process/procedures.

#### Plant Services

This will consist of the multitude of services that will be performed by the Seller's plants in accordance with priced according to Exhibit C.

- Customer Service Representatives to perform the necessary tasks for the plant to properly execute Buyer's
  projects. i.e. order entry, preproduction meeting notes, specifications, marks information, trap specifications, color
  rotation, color specification, delivery dates, output requirements or other necessary pertinent printer requirements.
- Customer Service Representatives that will inform the Buyer of any changes in scheduling, cost or timing that will
  effect delivery of materials to the printer, printers scheduled print date or delivery to Buyer's manufacturing facility.
- Customer Service Representatives that will work and meet with Seller's Plant staff to determine the optimum approach to production.
- All production activities including, but not limited to, those individual services noted in Exhibit C necessary to execute the electronic production, proofing and quality of Buyer's projects.
- Output of Buyer's projects consisting of film, electronic files or image carriers per the specifications required for the selected printer, and per the pricing and specifications noted in Exhibit C.

#### Corporate Services

This will consist of the support services provided by the Seller's General Managers, Corporate Administration, Technical Sales/Service, TM Group and Seller's Business Unit Manager assigned to the Buyer. The support provided by these groups is as follows:

# EXHIBIT E INSURANCE REQUIREMENTS

Seller shall maintain at its own expense, the types of insurance(s) specified below. For product liability/completed operations, Seller will maintain insurance coverage in effect for at least five (5) years after termination of the Agreement.

# A. Commercial General Liability and Umbrella Liability

Seller shall maintain coverage on a Commercial General Liability Occurrence Coverage Form (or equivalent) including coverage for product liability/completed operations and contractual liability with limits of not less than \$2,000,000 each occurrence. Seller shall separately maintain Umbrella Liability including liability coverage with a limit of liability no less than \$5,000,000 annually.

Each of the above coverages shall include worldwide coverage including coverage for USA jurisdiction claims and occurrences. Seller's policy shall include JJSI and its affiliates, and their directors, officers and employees, as Additional Named Insureds.

# B. Workers' Compensation

Seller shall maintain coverage on a Workers' Compensation Form (or equivalent) in accordance with applicable law, covering all employees who are to provide service under this Agreement. Seller shall also maintain Employers' Liability coverage with limits of not less than the following:

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit

# C. Miscellaneous

- 1. Seller's policies for each of the coverages set forth above shall specifically waive any rights of subrogation against JJSI and its affiliates, and their directors, officers and employees.
- 2. 2. Seller shall supply JISI and/or Buyer with the above proof of insurance and forms, including any endorsements, as required upon the signing of this Agreement and any Affiliate Agreement, but JISI and/or Buyer's failure to demand such proof or forms shall not waive JISI and/or Buyer's rights to such coverage as specified herein.
- 3. 3. All insurance companies for each of the coverages set forth above must be rated A or better with a financial rating of VII or better in the most recent A. M. Best's Rating Guide.
- 4. All insurance policies for each of the coverages set forth above shall provide for thirty days (30) days' prior written notice to JJSI and each Buyer of any cancellation, nonrenewal or material change of coverage.

- Corporate Administrative Services will insure that the invoicing and account administration services are provided
  in a timely and accurate manner. The Corporate Administrative Services will maintain the appropriate accounting,
  accounts receivable, and payment schedules and records related to buyers project activity. The Seller's pricing
  department will ensure that the proper charges are applied to all invoicing consistent with Exhibit C.
- Upon receipt of new artwork, and when necessary, the Seller's Technical Sales/Service Representative will meet with the Design Production Manager and the appropriate Buyer's CG Manager to review art for mechanicals as it relates to print production.
- The Technical Sales/Service Representative will relay any printer concerns regarding press reproduction to the Technical Graphics Coordinator and guide the group as to whether alterations can be made to make the design more "Print Friendly", without jeopardizing the design intent.
- Seller will also provide additional technical support for the Buyer's account in the form of printer profiling and fingerprinting.
- The Seller's Business Unit Manager is responsible to insure that the systems deployed against the Buyer's account are sufficient to meet the requirements. This includes confirmation of adequate production personnel and resources to meet the timelines needed on all Buyer projects and to provide plant services as noted above.
- The Seller's Business Unit Manager will confirm that their plants' processes are providing a quality product, continuous improvement, as well as corrective action in the rare instance of an error.
- The Seller's Business Unit Manager, assigned to the Buyer, is to provide a written report and presentation to Buyer's Director Consumer Graphics on the following:
  - o Status of continuous improvement initiatives
  - o New technology and its potential impact on cost and speed to market reductions
  - o Major accomplishments in streamlining or process revisions to the Buyer's workflow
  - o New print materials and processes for potential product improvements
- Training sessions on graphics, prepress orientation and printability to be offered by Seller to appropriate Buyer
- Plant tours will be available for appropriate Buyer personnel, of the Seller's facilities, which supply prepress services to Buyer. Travel and accommodation expenses to be provided by Buyer.

# EXHIBIT C PRICING

Table 1 and					
Line Item	Category	Unit of Measure		Contract Price (per U of M)	
1				(per o or w)	
	Job Entry/Planning	Each		\$ 50,00	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Athway Creative / Paris	學的學術學	PALIFIE SHOULD HAVE MADE TO THE	SOURCE STATE OF THE PARTY OF TH	
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2	Mechanical Artwork Creative (includes two rounds of revisions		Includes Simple/Medium/Complex Artwork	\$ 220.00	
3	Artwork Revisions		revisions per hour after included 2 rounds	\$ 85.00	
5	Creative development	per Hour	Developing creative ideas for existing items, new package or promotional package	\$ 175.00	
7	Illustration	per Hour	,	\$ 7 175.00	
<del></del>	Scanning	Each	Transparency of reflective art	170.00	
8	High-end color work		Color retouching, creation of	Tarranta	
<b>郑观珠温馨</b>			vignettes, resizing	\$ 150.00	
	Processing Charges	100	rigination, realizing	<b>不是不得是为于企业</b>	
9	Design file profile to and the			(100)	
10	Design file preflight and transfer			\$ 80.00	
11	Trapping and assembly			\$ 110,00	
12	PostScript file RIP create DCS	per Hour		\$ 110.00	
13	Chromalin (small 11X14)	Color		\$ 18.00	
14	(med 16X20)	Color		\$ 28.00	
15	(lg over 16X20)	Color		\$ 40.00	
16	Color key (small 11X14)	Color		\$ 10.00	
17	(med 16X20)	Color		\$ 18.00	
18	(lg over 16X20)	Color		\$ 25.00	
19	Thermal (small 8.5X11)	Each		\$ 25.00	
20	(med 13X19)	Each		\$ 10.00	
21	(lg over 16.5x23.4)	Each		\$ 20.00	
22	Kodak Digital channeled proof (small 10x12.5)	Each			
23	(med 20x12.5)	Each		\$ 90.00 \$ 150.00	
24	(lg over 20x25)	Each			
25	Analog proof (small 10x12.5)	Each		200,00	
26	(med 20x12.5)	Each		100,00	
27	(lg over 20x25)	Each		\$ 150,00	
28	Final film (small 11x14)	Color		2.00,00	
	(med 16x20)	Color		\$ 20.00	
29	(lg over 16x20)	Color		\$ 38.00	
30	Rotogravure line cylinder	Color		\$ 50,00	
31	Rotogravure process cylinder	Color		\$ 825,00	
32	Ston & roment film	A.L.		\$ 900.00	
Carlot Control	Step a repeat film		A No. of Control of Co	\$ 50.00	
-	Inkjet output		The state of the s	The State of Labor.	
33	(low quality)	Each		io.	
34	(medium quality)	Each		10.00	
35	(promium munith )			\$ 15.00	
Paradori	(premium quality)	A CONTRACTOR	Company of the compan	\$ 20.00	
	Transfer Requests	TO THE REAL PROPERTY.		<b>的第三人称形式</b>	
36	Output file to CD	Each			
37	FTP or Mass Transit	Each		\$ 25.00	
	, and the second			\$ 25.00	

Line Item	Category	Unit of	Services Description	Contract Pric
	Specific Packaging Request	Measure	octivides description	(per U of M)
38	- Promo i dowadina Uednesis			
39	UPC			65 . Telescope
40	128 Code		3	24 24
41	2D Code		- S	24
THE RESIDENCE OF THE PERSON NAMED IN	Press attendance	Each	\$	500
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42	Digital Photo 300dpi	Each	T	
43	Pack front ipag	Each	i\$	75
44	00		\$	50
	SD pack image (wireframe)	With the same	\$	550
46	Comps		A STATE OF THE STA	<b>用作品的</b>
45 46	Low	Each	Laser output and assembly	
47	Medium	Each		.50
	Premium Quality	Each	Color accurate and assembly	125
CHOCKET STORY	Premium Quality	<b>基式的基本对</b>		250
48	Large r Office Profile		The contract of the Party of th	<b>新新疆的</b>
49	20x24	Each	:\$\frac{1}{2}	25
50	30x40	Each		60
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51	Low res 8.5x11			
52	Low res 11x17	Each Each	\$100	10
53	Low res 12x18	Each		12
54	Low res 16x20	Each		141
55	Med res 8.5x11	Each	\$10	18.
56	Med rea 11x17	Each		12.0
57	Med res 12x18	Each		
58	Med res 16x20	Each		16.0
59 60	High res 8.5x11	Each		20.0
61	High res 11x17	Each	S	14.0
62	High res 12x18	Each	\$	
	High res 16x20	Each	\$ 5	18.0
	Asset Mangement System (Income	10 m		22!(
	Asset Mangement System/Library		5,000	
63.1	Uploading of images	per Hour	Is there a charge by file size? (If there is, please elaborate below)	75.0
63.2				
63.3		774		
63.4				
63.5				
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	Handling Fees		CONTRACTOR OF THE PROPERTY OF	THE REAL PROPERTY.
64	File size > 5mb	Each T		
65	File size > 15mb	Each	<b>9\$</b> (65)	25.0
66	File size > 50 mb	Each	\$1.5	25.00
67	File size > 150 mb	Each	\$3	50.00
68	File olen - OCO	-		50.00
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70	Overnite	Each	\$ 300	13.00
70 71	Next Day	Each		15.00
72	2 Days	Each	\$	8.00
73	Ground	Each	<b>\$</b>	6.00
,	Others	Each		0.00

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PAGE 02/03

# S C H A W K

Category	Unit of	Service Description	Contract Pricing
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# EXHIBIT D JJSI'S POLICY OF EMPLOYMENT OF YOUNG PEOPLE

This policy applies to the employment by Seller of persons under the age of 18 ("Young Persons") in the manufacture of any product, or any component of any product, or any services provided to JJSI or an affiliate of JJSI worldwide.

A. Age, Health & Safety – No person under the age of 16 shall be employed. No person between the ages of 16 and 18 shall be employed unless such employment is in compliance with the health, safety and morals provisions of the International Labour Organization Convention 138 Concerning Minimum Age.

B. Hours - No Young Person shall be required to work more than 48 hours of regularly scheduled time and 12 hours of overtime per week, nor more than six days per week.

C. Law & Regulations – No Young Person shall be employed unless such employment is in compliance with all applicable laws and regulations concerning age, hours, compensation, health and safety.

Seller agrees to submit to periodic compliance inspections by JJSI and/or its affiliates and representatives, maintain the records necessary to demonstrate compliance and provide annual certifications of compliance.